CCR Search Results

Not to be used as certifications and representations. See ORCA for official certification.

Registration Status: Active in CCR; Registration valid until 01/20/2012.

DUNS: 098692374

DUNS PLUS4:

CAGE/NCAGE: 3CA29

Legal Business Name: IMMIXTECHNOLOGY, INC.

Doing Business As (DBA):

Division Name: Division Number:

Company URL: http://www.immixtechnology.com

Physical Street Address 1: 8444 WESTPARK DR STE 200

Physical Street Address 2:

Physical City: MCLEAN

Physical State: VA

Physical Foreign Province:

Physical Zip/Postal Code: 22102-5112

Physical Country: USA

Mailing Name: IMMIXTECHNOLOGY INC

Mailing Street Address 1: 8444 WESTPARK DR STE 200

Mailing Street Address 2:

Mailing City: MC LEAN

Mailing State: VA

Mailing Foreign Province:

Mailing Zip/Postal Code: 22102-5102

Mailing Country: USA

Business Start Date: 09/17/1998

Delinquent Federal Debt: No

CORPORATE INFORMATION

Type of Organization

Corporate Entity, Not Federal Tax Exempt (State of Incorporation is VA)

Business Types/Grants

2X - For-Profit Organization

VN - Contracts

DISASTER RESPONSE INFORMATION

Bonding Levels

Construction Bonding Level,
Per Contract (dollars):
Construction Bonding Level,
Aggregate (dollars):
Service Bonding Level, Per
Contract (dollars):
Service Bonding Level,
Aggregate (dollars):

Geographic Areas Served

No geographic areas specified

GOODS / SERVICES

North American Industry Classification System (NAICS)

- 334111 Electronic Computer Manufacturing
- 334112 Computer Storage Device Manufacturing
- 334113 Computer Terminal Manufacturing
- 334210 Telephone Apparatus Manufacturing
- 334290 Other Communications Equipment Manufacturing
- 334310 Audio and Video Equipment Manufacturing
- 334511 Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing
- 334611 Software Reproducing
- 423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers
- 443120 Computer and Software Stores
- 454111 Electronic Shopping
- 454390 Other Direct Selling Establishments
- 511210 Software Publishers
- 517210 Wireless Telecommunications Carriers (except Satellite)
- 517410 Satellite Telecommunications
- 517919 All Other Telecommunications
- 518210 Data Processing, Hosting, and Related Services
- 519130 Internet Publishing and Broadcasting and Web Search Portals
- 519190 All Other Information Services
- 541330 Engineering Services
- 541511 Custom Computer Programming Services
- 541512 Computer Systems Design Services
- 541513 Computer Facilities Management Services
- 541519 Other Computer Related Services
- 541611 Administrative Management and General Management Consulting Services
- 541618 Other Management Consulting Services
- 541690 Other Scientific and Technical Consulting Services
- 541990 All Other Professional, Scientific, and Technical Services
- 561611 Investigation Services
- 561990 All Other Support Services
- 811212 Computer and Office Machine Repair and Maintenance
- 811213 Communication Equipment Repair and Maintenance

Product Service Codes (PSC)

7010 - ADPE SYSTEM CONFIGURATION

7020 - ADP CENTRAL PROCESSING UNIT-ANALOG

7021 - ADP CENTRAL PROCESSING UNIT-DIGITAL

7022 - ADP CENTRAL PROCESSING UNIT-HYBRID

7025 - ADP INPUT/OUTPUT & STORAGE DEVICES

7030 - ADP SOFTWARE

7035 - ADP SUPPORT EQUIPMENT

7045 - ADP SUPPLIES

7050 - ADP COMPONENTS

Federal Supply Classification (FSC)

7010 - ADPE System Configuration

7020 - ADP Central Processing Unit (CPU, Computer), Analog

7021 - ADP Central Processing Unit (CPU, Computer), Digital

7022 - ADP Central Processing Unit (CPU, Computer), Hybrid

7025 - ADP Input/Output and Storage Devices

7030 - ADP Software

7035 - ADP Support Equipment

7045 - ADP Supplies

7050 - ADP Components

SMALL BUSINESS TYPES

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

Business Types Expiration Date

North American Industry Classification System (NAICS)

The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process.

NAICS	Description	Small	Emerging Small
Code		Business	Business
334111	Electronic Computer Manufacturing	Yes	No
334112	Computer Storage Device Manufacturing	Yes	No
334113	Computer Terminal Manufacturing	Yes	No
334210	Telephone Apparatus Manufacturing	Yes	No
334290	Other Communications Equipment Manufacturing	Yes	No
334310	Audio and Video Equipment Manufacturing	Yes	No ·
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing	Yes	No
334611	Software Reproducing	Yes	No
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers	Yes	No
443120	Computer and Software Stores	Yes	No
454111	Electronic Shopping	Yes	No
454390	Other Direct Selling Establishments	Yes	No
511210	Software Publishers	No	No

517210	Wireless Telecommunications Carriers (except Satellite)	Yes	No
517410		No	No
517919	All Other Telecommunications	No	No
518210	Data Processing, Hosting, and Related Services	No	No
519130	Internet Publishing and Broadcasting and Web Search Portals	Yes	No
519190	All Other Information Services	No	No
541330	Engineering Services	No	No
541511	Custom Computer Programming Services	No	No
541512	Computer Systems Design Services	No	No
541513	Computer Facilities Management Services	No	No
541519	Other Computer Related Services	No	No
541611	Administrative Management and General Management Consulting Services	No	No
541618	Other Management Consulting Services	No	No
541690	Other Scientific and Technical Consulting Services	No	No
541990	All Other Professional, Scientific, and Technical Services	No	No
561611	Investigation Services	No	No
561990	All Other Support Services	No	No
811212	Computer and Office Machine Repair and Maintenance	No	No
811213	Communication Equipment Repair and Maintenance	No	No

CCR POINTS OF CONTACT

Government Business Primary POC

Name: VIVEK GUPTA

Address Line 1: 8444 WESTPARK DRIVE

Address∰it £2:

200

City: MCLEAN

State: VA

Foreign Province:

Zip/Postal Code: 22102

Country: USA

U.S. Phone: 703-752-0640

Non-U.S. Phone:

Fax: 703-752-0613

Past Performance Primary POC

Name: ART RICHER

Address Line 1: 8444 WESTPARK DRIVE

Address知道E2:

200

City: MCLEAN

State: VA

Foreign Province:

Zip/Postal Code: 22102

Country: USA

U.S. Phone: 703-752-0640

Non-U.S. Phone:

Fax: 703-752-0613

Government Business Alternate POC

Name: ADAM HYMAN

Address Line 1: 8444 WESTPARK DRIVE

Address Line 2: SUITE 200

City: MCLEAN

State: VA

Foreign Province:

Zip/Postal Code: 22102

Country: USA

U.S. Phone: 703-752-0631

Non-U.S. Phone:

Fax: 703-752-0611

Past Performance Alternate POC

Name: BILL BOTTOMS

Address Line 1: 8444 WESTPARK DRIVE

Address Line 2: SUITE 200

City: MCLEAN

State: VA

Foreign Province:

Zip/Postal Code: 22102

Country: USA

U.S. Phone: 703-752-0634

Non-U.S. Phone:

Fax: 703-752-0613

Electronic Business Primary POC

Name: VIVEK GUPTA

Address Line 1: 8444 WESTPARK DRIVE, SUITE

200

Address Line 2:

City: MCLEAN

State: VA

Foreign Province:

Zip/Postal Code: 22102

Country: USA

U.S. Phone: 703-752-0673

Non-U.S. Phone:

Fax: 703-752-0613

Electronic Business Alternate POC

Name: BERNADETTE DAVIS

Address Line 1: 8444 WESTPARK DRIVE, SUITE

200

Address Line 2:

City: MCLEAN

State: VA

Foreign Province:

Zip/Postal Code: 22102

Country: USA

U.S. Phone: 703-752-0619

Non-U.S. Phone:

Fax: 703-752-0611





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Representations and certifications provided by vendors through ORCA may be supplemented by information submitted to the Government in response to a specific solicitation.

Company Name: IMMIXTECHNOLOGY, INC.

DUNS: 098692374 Certification Validity:

From: 03/29/2010 11:55:08 AM (EST) To: 03/29/2011 11:55:08 AM (EST)

By submitting this certification, I, **Arthur A Richer**, am attesting to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent **IMMIXTECHNOLOGY**, **INC.** in any of the above representations or certifications to the Government.

Provision		
52.203-2	Certificate of Independent Price Determination	
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	
52.204-3	Taxpayer Identification	
52.204-5	Women-Owned Business (Other Than Small Business)	
52.209-5	Certification Regarding Responsibility Matters	
52.212-3	Offeror Representations and Certifications - Commercial Items (Alternate 1 & 2)	
52.214-14	Place of Performance - Sealed Bidding	
52.215-6	Place of Performance	
52.219-1	Small Business Program Representations (Alternate 1)	
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52.219-22	Small Disadvantaged Business Status (Alternate 1)	
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	
52,222-22	Previous Contracts and Compliance Reports	
52.222-25	Affirmative Action Compliance	
52.222-38	Compliance with Veterans' Employment Reporting Requirements	
52.222-48	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification	
52.222-52	Exemption from Application of the Service Contract Act to Contracts for Certain Services— Certification	
52.223-1	Biobased Product Certification	
52.223-4	Recovered Material Certification	
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52.223-13	Certification of Toxic Chemical Release Reporting	
52.225-2	Buy American Act Certificate	
52.225-4	Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate	
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<u>52.225-6</u>	Trade Agreements Certificate
52.225-18	Place of Manufacture
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan—Certification
52,226-2	Historically Black College or University and Minority Institution Representation
52.227-6	Royalty Information (Alternate 1)
52.227-15	Representation of Limited Rights Data and Restricted Computer Software
•	
DFARS	
<u>252.209-7001</u>	Disclosure of Ownership or Control by the Government of a Terrorist Country
<u>252.209-7002</u>	Disclosure of Ownership or Control by a Foreign Government
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus
	Offeror Representations and CertificationsCommercial Items
252.216-7003	Economic Price AdjustmentWage Rates or Material Prices Controlled by a Foreign Government
252.225-7000	Buy American ActBalance of Payments Program Certificate
252.225-7003	Report of Intended Performance Outside the United States and Canada—Submission with Offer
252.225-7020	Trade Agreements Certificate
252.225-7031	Secondary Arab Boycott of Israel
252,225-7035	Buy American ActFree Trade AgreementsBalance of Payments Program Certificate
252.225-7042	Authorization to Perform
252.229-7003	Tax Exemptions (Italy)
252.229-7005	Tax Exemptions (Spain)
252.239-7011	Special Construction and Equipment Charges
252,247-7022	Representation of Extent of Transportation by Sea
252,247-7023	Transportation of Supplies by Sea

READ ONLY

☐ Vendor will provide information with specific offers to the Government.

oxtimes I certify that I have read and understand the provision.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

- (a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision

or who fails to file or amend the disclosure required to be filed or amended by this	s provision, shall be
subject to a civil penalty of not less than \$10,000, and not more than \$100,000, f	for each such failure.

(End of Provision) Back to Top

READ ONLY

- \square Vendor will provide information with specific offers to the Government.
- ☑ I certify that I have read and understand the provision.

52,222-38 Compliance with Veterans' Employment Reporting Requirements (Dec 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of Provision)

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READ ONLY

- ☐ Vendor will provide information with specific offers to the Government.
- I certify that I have read and understand the provision.

52.223-1 Biobased Product Certification (Dec 2007)

(a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of Provision)

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READ ONLY

- lacktriangle Vendor will provide information with specific offers to the Government.
- ☑ I certify that I have read and understand the provision.

52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification (Aug 2009)

(a) Definitions. As used in this provision-

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

- "Marginalized populations of Sudan" means—
- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.
- "Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007(Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended
- (b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of Provision) Back to Top

READ ONLY

- ☐ Vendor will provide information with specific offers to the Government.
- oxtimes I certify that I have read and understand the provision.

52.227-6 Royalty Information (Apr 1984)

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
 - (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
 - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
 - (5) Percentage or dollar rate of royalty per unit.
 - (6) Unit price of contract item.
 - (7) Number of units.
 - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

Alternate I (Apr 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(End of Provision) <u>Back to Top</u>

52.203-2 Certificate of Independent Price Determination (Apr 1985)

- (a) The offeror certifies that-
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i) Those Prices
 - (ii) The intention to submit an offer;, or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision **Steve Charles, Co-Founder; Jeff Copeland, President; Art Richer, President**
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

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52,204-3 Taxpayer Identification (Oct 1998)

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
 - ■TIN on file with CCR.
 - DTIN has been applied for.
 - TIN is not required because:
 - DOfferor is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,

Page 6 of 37

- □Offeror is an agency or instrumentality of a foreign government; ,
- DOfferor is an agency or instrumentality of the Federal Government.
- (e) Type of organization.
 - □sole proprietorship;
 - □Partnership;
 - \(\sigma \)
 Corporate entity (not tax-exempt);
 - □Corporate entity (tax-exempt);
 - ■Government entity (Federal, State, or local);
 - DForeign government;
 - □International organization per 26 CFR 1.6049-4;
 - DOther
- (f) Common parent.
 - Dofferor is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 - ■Name: IMMIXGROUP, INC.

TIN: TIN on file with ORCA

(End of Provision)

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52,204-5 Women-Owned Business (Other Than Small Business) (May 1999)

- (a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it □is a women-owned business concern.

(End of Provision)

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52.209-5 Certification Regarding Responsibility Matters (Dec 2008)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-
 - (i) The Offeror and/or any of its Principals-
 - (A) Are □Are not ☑presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have □Have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
 - (C) Are □Are not ☑presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i) (B) of this provision.
 - (D) Have □, Have not ☑, within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply:
 - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is

not delinquent in cases where enforced collection action is precluded.

(2) Examples:

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).
- (ii) The Offeror has □has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- "Principals," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision) <u>Back to Top</u>

52.212-3 Offeror Representations and Certifications -Commercial Items (Alternate 1 & 2) (Aug 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

ORCA - Certification Page 8 of 37

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Service - disabled veteran - owned small business concern"-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation. "Veteran owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

- (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _________.

Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

(1)* Small business concern. The offeror represents as part of its offer that it □is, □is not a small business concern. (See below)

NAICS:	Description:	Small Business Concern (Yes/No):
334111	ELECTRONIC COMPUTER MANUFACTURING	Yes
334112	COMPUTER STORAGE DEVICE MANUFACTURING	Yes
334113	COMPUTER TERMINAL MANUFACTURING	Yes
334210	TELEPHONE APPARATUS MANUFACTURING	Yes
334290	OTHER COMMUNICATIONS EQUIPMENT MANUFACTURING	Yes
To view more NAICS, Select page: 1 2 3 4 5 6		

(2)* Veteran-owned small business concern. The offeror represents as part of its offer that it □is, □is not a veteran-owned small business concern. (See Below)

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
334111	ELECTRONIC COMPUTER MANUFACTURING	No
334112	COMPUTER STORAGE DEVICE MANUFACTURING No	
334113	COMPUTER TERMINAL MANUFACTURING	No
334210	TELEPHONE APPARATUS MANUFACTURING	No
334290	OTHER COMMUNICATIONS EQUIPMENT	No

MANUFACTURING	
To view more NAICS,	Select page: 1 <u>2 3 4 5 6</u>

(3)* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it □is, □is not a service-disabled veteran-owned small business concern.

(See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
334111	ELECTRONIC COMPUTER MANUFACTURING	No
334112	COMPUTER STORAGE DEVICE MANUFACTURING	No
334113	COMPUTER TERMINAL MANUFACTURING	No
334210	TELEPHONE APPARATUS MANUFACTURING	No
334290	OTHER COMMUNICATIONS EQUIPMENT MANUFACTURING	No
To view more NAICS, Select page: 1 2 3 4 5 6		

- Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it \(\overline{\Omega}\) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5)* Women-owned small business concern. The offeror represents that it □is, □is not a women-owned small business concern.

(See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
334111	ELECTRONIC COMPUTER MANUFACTURING	No
334112	COMPUTER STORAGE DEVICE MANUFACTURING No	
334113	COMPUTER TERMINAL MANUFACTURING	No
334210	TELEPHONE APPARATUS MANUFACTURING	No
334290	OTHER COMMUNICATIONS EQUIPMENT MANUFACTURING	No
To view more NAICS, Select page: 1 2 3 4 5 6		

^{*}Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

State | Eliqible Labor Surplus: | Civil Jurisdictions Included:

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.
 - (i) The offeror represents as part of its offer that it □is □is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern (Yes/No):
334111	ELECTRONIC COMPUTER MANUFACTURING	No
334112	COMPUTER STORAGE DEVICE MANUFACTURING	No
334113	COMPUTER TERMINAL MANUFACTURING	No
334210	TELEPHONE APPARATUS MANUFACTURING	No
334290	OTHER COMMUNICATIONS EQUIPMENT MANUFACTURING	No
To view more NAICS, Select page: 1 <u>2 3 4 5 6</u>		

- (ii) Offeror represents as follows:
 - (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
 - (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).(Check one of the following):

Number of Employees Average Annual Gross Revenues

□ 50 or fewer	□ \$1 million or less
□ 51-100	□ \$1,000,001-\$2 million
⊠ 101-250	□ \$2,000,001-\$3.5 million
_ 251-500	□ \$3,500,001-\$5 million
_ 501-750	□ \$5,000,001-\$10 million
□ 751-1,000	□ \$10,000,001-\$17 million
□ Over 1,000	☑ Over \$17 million

- (9) (i) General. The offeror represents that either-
 - (A) □is ☒ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
 - (B) It □has ☒has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
 - (ii) Djoint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:].
- (10) HUBZone small business concern. The offeror represents, as part of its offer, that-
 - (i) It □is It ☑is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in

accordance with 13 CFR part 126; and

- (ii) It □is It ☑is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) Representations required to implement provisions of Executive Order 11246-
 - (1) Previous contracts and compliance. The offeror represents that-
 - (i) It ⊠has It □has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - (ii) It ⊠has It □has not filed all required compliance reports.
 - (2) Affirmative Action Compliance. The offeror represents that-
 - (i) It ⊠has developed and has on file, It □has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
 - (ii) It □has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) IMMIXTECHNOLOGY, INC. has elected not to complete this provision. Information pertaining to this provision, when required, must be submitted to the Government with individual offers/proposals.
- (g) IMMIXTECHNOLOGY, INC. has elected not to complete this provision. Information pertaining to this provision, when required, must be submitted to the Government with individual offers/proposals.
- (h) Certification Regarding Responsibility Matters (Executive Order 12689).(Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-
 - (1) □Are, ☑Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
 - (2) ☐Have, ☒Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws,or receiving stolen property; and
 - (3) □Are, ☑Are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses (h)(2) of this clause.
 - (4) ☐ Have, ☐ Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (i) Taxes are considered delinquent if both of the following criteria apply:
 - (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (ii) Examples:
 - (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court

- Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the tax payer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under II U. S. C 362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
 - (1) Listed end products.

Bamboo Burma

Beans (including yellow, soya, and green Burma beans)

Bricks (hand-made) Burma, Pakistan

Chilies Burma
Corn Burma
Pineapples Burma
Rice Burma
Rubber Burma
Shrimp (acquaculture) Burma
Sugarcane Burma
Teak Burma

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
 - ☑ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
 - ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j)Place of Manufacture(Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
 - (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) Outside the United States.

FSC Code:	Place of Manufacture:	
7010	In the United States	
7020	In the United States	
7021	In the United States	
7022	In the United States	
7025	In the United States	
7030	In the United States	
7035	In the United States	
7045	In the United States	
7050	In the United States	

- (k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
 - (1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☑does, ☐does not certify that ___
 - (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
 - (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
 - (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
 - (2) IMMIXTECHNOLOGY, INC. has elected not to complete (k)(2) provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.
 - (3) If paragraph (k)(1) or (k)(2) of this clause applies ____
 - (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
 - (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (I) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
 - (1) All offerors must submit the information required in paragraphs (I)(3) through (I)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
 - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
 - (3) Taxpayer Identification Number (TIN).
 - ☑TIN on file with CCR.
 - TIN has been applied for.
 - TIN is not required because:
 - Dofferor is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
 - ■Offeror is an agency or instrumentality of a foreign government; ,
 - DOfferor is an agency or instrumentality of the Federal Government.
 - (4) Type of organization.
 - Usole proprietorship;

- □Partnership;
- ■Corporate entity (not tax-exempt);
- □Corporate entity (tax-exempt);
- ■Government entity (Federal, State, or local);
- DForeign government;
- ■International organization per 26 CFR 1.6049-4;
- D Other
- (5) Common parent.
 - Dofferor is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 - Name: IMMIXGROUP, INC.

TIN: TIN on file with ORCA

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

Alternate I (Apr 2002)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

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☐Hispanic American.

□Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

□Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

□Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐Individual/concern, other than one of the preceding.

Alternate II (Oct 2000)

As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address \(\sigma\) is, \(\sigma\) is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/ sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of

Provision) Back to Top

52.214-14 Place of Performance-Sealed Bidding (Apr 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, □intends, ☑does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance	Owner/Operator: Owner Address (Street,
(Street, Address, City, County, State,	Address, City, County, State,
Zip Code):	Zip Code):

(End of Provision)

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52.215-6 Place of Performance (Oct 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, □intends ☑does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance	Owner/Operator: Owner Address (Street,
(Street, Address, City, County, State,	Address, City, County, State,
Zip Code):	Zip Code):

(End of Provision)

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52.219-1 Small Business Program Representations (May 2004)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.*
 - (2) The small business size standard is See Note.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
 - (1) The offeror represents as part of its offer that it \square is, \square is not a small business concern (see below).

NAICS:	Description:	Small Business Concern (Yes/No):		
334111	ELECTRONIC COMPUTER MANUFACTURING	Yes		
334112	COMPUTER STORAGE DEVICE MANUFACTURING	Yes		
334113	COMPUTER TERMINAL MANUFACTURING	Yes		
334210	TELEPHONE APPARATUS MANUFACTURING	Yes		
334290	OTHER COMMUNICATIONS EQUIPMENT MANUFACTURING	Yes		
	To view more NAICS, Select page: 1 2 3 4 5 6			

- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it □is, ☒is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it □is, □is not a women-owned small business concern. (See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):	
334111	ELECTRONIC COMPUTER MANUFACTURING	No	
334112	COMPUTER STORAGE DEVICE MANUFACTURING	No	
334113	COMPUTER TERMINAL MANUFACTURING	No	
334210	TELEPHONE APPARATUS MANUFACTURING	No	
334290	OTHER COMMUNICATIONS EQUIPMENT MANUFACTURING	No	
To view more NAICS, Select page: 1 2 3 4 5 6			

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this ** provision.] The offeror represents as part of its offer that it □is, □is not a veteran-owned small business concern.

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):	
334111	ELECTRONIC COMPUTER MANUFACTURING	No	
334112	COMPUTER STORAGE DEVICE MANUFACTURING	No	
334113	COMPUTER TERMINAL MANUFACTURING	No	
334210	TELEPHONE APPARATUS MANUFACTURING	No	
334290	OTHER COMMUNICATIONS EQUIPMENT MANUFACTURING	No	
To view more NAICS, Select page: 1 2 3 4 5 6			

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph
*** (b)(4) of this provision.] The offeror represents as part of its offer that it □is, □is not a service-disabled veteran-owned small business concern.

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):	
334111	ELECTRONIC COMPUTER MANUFACTURING	No	
334112	COMPUTER STORAGE DEVICE MANUFACTURING	No	
334113	COMPUTER TERMINAL MANUFACTURING	No	
334210	TELEPHONE APPARATUS MANUFACTURING	No	
334290	OTHER COMMUNICATIONS EQUIPMENT MANUFACTURING	No	
To view more NAICS, Select page: 1 2 3 4 5 6			

^{*}If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.

^{**}Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration

for "Company Name " along with the Small Business Administration size standard for each NAICS code.

- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-
 - (i) It □is, ☑is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It □is, ☒is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (c) Definitions. As used in this provision-
 - "Service-disabled veteran-owned small business concern"-
 - (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more servicedisabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
 - (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans. "Women-owned small business concern" means a small business concern-
- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
 - (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002)

As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

□Black American.

□Hispanic American.
□Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
□Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

□Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐Individual/concern, other than one of the preceding.

(End of Provision)

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52.219-2 Equal Low Bids (Oct 1995)

(a) This provision applies to small business concerns only

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

Eligible Labor Surplus:

Civil Jurisdictions Included:

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Provision)

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52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (Oct 2000)

- Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.
- [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror □is □is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern (Yes/No):	
334111	ELECTRONIC COMPUTER MANUFACTURING	No	
334112	COMPUTER STORAGE DEVICE MANUFACTURING	No	
334113	COMPUTER TERMINAL MANUFACTURING	No	
334210	TELEPHONE APPARATUS MANUFACTURING	No	
334290	OTHER COMMUNICATIONS EQUIPMENT MANUFACTURING	No	
To view more NAICS, Select page: 1 2 3 4 5 6			

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(c	Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.] Number of Employees Average Annual Gross Revenues
}	(End of Provision) Back to Top
52	2.219-21 Small Business Size Representation for Targeted Industry Categories under the Small
Bi	usiness Competitiveness Demonstration Program (May 1999)
	Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern der the size standards of this solicitation.] Offeror's number of employees for the past 12 months [check this olumn if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's verage annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation expressed in terms of annual receipts]. [Check one of the following.] Sumber of Employees Average Annual Gross Revenues 50 or fewer
	Over 1,000
	(End of Provision) <u>Back to Top</u>
(8	 2.219-22 Small Disadvantaged Business Status (Oct 1999) a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation. b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard
	 applicable to this acquisition; and either- □ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and (A) No material change in disadvantaged ownership and control has occurred since its certification; (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into
	account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or □ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B

and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (2) ☐For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]
- (c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-
 - (1) Be punished by imposition of a fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (Oct 1998)

As prescribed in 19.307(b) 19.308(b), add the following paragraph (b)(3) to the basic provision:

(3) Address. The offeror represents that its address \square is \square is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)

(a) Definition:

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- (b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (including yellow, soya, and green beans	Burma
Bricks (hand-made)	Burma, Pakistan
Chilies	Burma
Corn	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma
Shrimp (acquaculture)	Burma
Sugarcane	Burma
Teak	Burma

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

 $^{oxed{\square}}$ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined,

produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

- (a) It ⊠has It □has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It ⊠has It □has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

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52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that-

- (a) It ⊠has developed and has on file, □has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It \square has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification (Feb 2009)

(a) The offeror shall check the following certification:

Certification

The offeror ⊠does □does not certify that -

- (1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
- (2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
 - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
 - (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and
- (3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to

the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act—

- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or
- (2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
 - (1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment— Requirements, will not be included in any resultant contract awarded to this offeror; and
 - (2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of Provision)

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52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services— Certification. (Nov 2007)

IMMIXTECHNOLOGY, INC. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

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52.223-4 Recovered Material Certification (May 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

☑ IMMIXTECHNOLOGY, INC.certifies compliance with 52.223-4

(End of Provision)

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52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items

Alternate I (May 2008)

As prescribed in 23.406(d), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

☑I, <u>Arthur A Richer, President</u>(name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

Submission of this ORCA record serves as the signature for this Certification [Signature of the Officer or Employee]

Arthur A Richer

[Typed Name of the Officer or Employee] President [Title] IMMIXTECHNOLOGY, INC. [Name of Company, Firm, or Organization] 03/29/2010 11:55:08 AM [Date]

> (End of Provision)

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52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that-
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]
 - ☑ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
 - \square (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313 (f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094.
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
 - (v) The facility is not located in the United States or its outlying areas.

(End of Provision)

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52.225-2 Buy American Act Certificate (Feb 2009)

IMMIXTECHNOLOGY, INC. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of

Provision)

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52.225-4 Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (Jun 2009)

IMMIXTECHNOLOGY, INC. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

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52.225-6 Trade Agreements Certificate (Jan 2005)

IMMIXTECHNOLOGY, INC. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

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52.225-18 Place of Manufacture. (Sept 2006)

- (a) Definitions. As used in this clause-
 - "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except-
 - (1) FSC 5510, Lumber and Related Basic Wood Materials;
 - (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
 - (3) FSG 88, Live Animals;
 - (4) FSG 89, Food and Related Consumables;
 - (5) FSC 9410, Crude Grades of Plant Materials;
 - (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
 - (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
 - (8) FSC 9610, Ores;
 - (9) FSC 9620, Minerals, Natural and Synthetic; and
 - (10) FSC 9630, Additive Metal Materials.
 - "Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.
- (b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
 - (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) Dutside the United States.

FSC Code:	Place of Manufacture:	
7010	In the United States	
7020	In the United States	
7021	In the United States	
7022	In the United States	
7025	In the United States	
7030	In the United States	
7035	In the United States	
7045	In the United States	
7050	In the United States	

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52.226-2 Historically Black College or University and Minority Institution Representation (Oct 2008)

Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3)

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of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-

□is ☑is not a historically black college or university;

□is ☑is not a minority institution.

(End of Provision)

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52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)

IMMIXTECHNOLOGY, INC. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

_ (End of

Provision)

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Defense Federal Acquisition Regulations Supplement (DFARS)

READ ONLY

lue Vendor will provide information with specific offers to the Government.

oxtimes I certify that I have read and understand the provision.

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country.

As prescribed in 209.104-70(a), use the following provision:

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

- (a) Definitions. As used in this provision—
 - (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
 - (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.
 - (3) "Significant interest" means-
 - (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities.

 Beneficial interest includes holding 5 percent or more of any class of the firm's securities in

 "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as a director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.
- (c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—
 - (1) Identification of each government holding a significant interest; and
 - (2) A description of the significant interest held by each government.

(End of Provision)

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READ ONLY

☐ Vendor will provide information with specific offers to the Government.

☑ I certify that I have read and understand the clause.

252,209-7005 Reserve Officer Training Corps and Military Recruiting on Campus.

As prescribed in 209.470-4, use the following clause:

RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS (JAN 2000)

- (a) Definitions. "Institution of higher education," as used in this clause, means an institution that meets the requirements of 20 U.S.C. 1001 and includes all subelements of such an institution.
- (b) Limitation on contract award. Except as provided in paragraph (c) of this clause, an institution of higher education is ineligible for contract award if the Secretary of Defense determines that the institution has a policy or practice (regardless of when implemented) that prohibits or in effect prevents—
 - (1) The Secretary of a military department from maintaining, establishing, or operating a unit of the Senior Reserve Officer Training Corps (ROTC) (in accordance with 10 U.S.C. 654 and other applicable Federal laws) at that institution;
 - (2) A student at that institution from enrolling in a unit of the Senior ROTC at another institution of higher education;
 - (3) The Secretary of a military department or the Secretary of Transportation from gaining entry to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting; or
 - (4) Military recruiters from accessing, for purposes of military recruiting, the following information pertaining to students (who are 17 years of age or older) enrolled at that institution:
 - (i) Name.
 - (ii) Address.
 - (iii) Telephone number.
 - (iv) Date and place of birth.
 - (v) Educational level.
 - (vi) Academic major.
 - (vii) Degrees received.
 - (viii) Most recent educational institution enrollment.
- (c) Exception. The limitation in paragraph (b) of this clause does not apply to an institution of higher education if the Secretary of Defense determines that—
 - (1) The institution has ceased the policy or practice described in paragraph (b) of this clause; or
 - (2) The institution has a long-standing policy of pacifism based on historical religious affiliation.
- (d) Agreement. The Contractor represents that it does not now have, and agrees that during performance of this contract it will not adopt, any policy or practice described in paragraph (b) of this clause, unless the Secretary of Defense has granted an exception in accordance with paragraph (c)(2) of this clause.
- (e) Notwithstanding any other clause of this contract, if the Secretary of Defense determines that the Contractor misrepresented its policies and practices at the time of contract award or has violated the agreement in paragraph (d) of this clause—
 - (1) The Contractor will be ineligible for further payments under this and any other contracts with the Department of Defense; and
 - (2) The Government will terminate this contract for default for the Contractor's material failure to comply with the terms and conditions of award.

(End of Clause) Back to Top

READ ONLY

- □ Vendor will provide information with specific offers to the Government.
- oxtimes I certify that I have read and understand the provision.
- 252.225-7003 Report of Intended Performance Outside the United States and Canada—Submission

with Offer.

As prescribed in 225.7204(a), use the following provision:

REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION WITH OFFER (DEC 2006)

- (a) Definitions. "United States," as used in this provision, means the 50 States, the District of Columbia, and outlying areas.
- (b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if—
 - (1) The offer exceeds \$11.5 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that—
 - (i) Exceeds \$550,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
- (c) Information to be reported includes that for—
 - (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (d) The offeror shall submit the report using-
 - (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm.

(End of Provision)

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READ ONLY

oxdot Vendor will provide information with specific offers to the Government.

☑ I certify that I have read and understand the provision.

252.225-7031 Secondary Arab Boycott of Israel.

As prescribed in 225.7605, use the following provision:

SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

- (a) Definitions. As used in this provision—
 - (1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
 - (2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
 - (3) "United States person" is defined in 50 U.S.C. App. 2415(2) and means—
 - (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
 - (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
 - (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.
- (b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it—
 - (1) Does not comply with the Secondary Arab Boycott of Israel; and
 - (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of Provision)

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READ ONLY

 \square Vendor will provide information with specific offers to the Government.

☑ I certify that I have read and understand the provision.

252.225-7042 Authorization to Perform.

As prescribed in 225.1103(3), use the following provision:

AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of Provision)

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READ ONLY

Vendor will provide information with specific offers to the Government.

☑ I certify that I have read and understand the clause.

252.229-7003 Tax Exemptions (Italy).

As prescribed in 229.402-70(c), use the following clause:

TAX EXEMPTIONS (ITALY) (JAN 2002)

- (a) The Contractor represents that the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.
- (b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.
 - (1) The Contractor shall include the following information on invoices submitted to the United States Government:
 - (i) The contract number.
 - (ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972.
 - (iii) The following fiscal code(s): [Contracting Officer must insert the applicable fiscal code(s) for military activities within Italy: 80028250241 for Army, 80156020630 for Navy, or 91000190933 for Air Forcel.
 - (2) (i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

"I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972."

An authorized United States Government official will sign the copy of the invoice containing this certification.

- (ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.
- (iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.
- (3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.
- (c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:
 - (1) Imposta di Fabbricazione (Production Tax for Petroleum Products).
 - (2) Imposta di Consumo (Consumption Tax for Electrical Power).
 - (3) Dazi Doganali (Customs Duties).
 - (4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).
 - (5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).
 - (6) Imposta di Registro (Registration Tax).

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Ì	(7) Imposta di Bollo (Stamp Tax).
	(End of Clause) Back to Top
١	READ ONLY \square Vendor will provide information with specific offers to the Government. \square I certify that I have read and understand the clause.
	252.229-7005 Tax Exemptions (Spain). As prescribed in 229.402-70(e), use the following clause:
	TAX EXEMPTIONS (SPAIN) (JUN 1997) (a) The Contractor represents that the contract prices, including subcontract prices, do not include the taxes identified herein, or any other taxes from which the United States Government is exempt. (b) In accordance with tax relief agreements between the United States Government and the Spanish Government, and because the incumbent contract arises from the activities of the United States Forces in Spain, the contract will be exempt from the following excise, luxury, and transaction taxes: (1) Derechos de Aduana (Customs Duties). (2) Impuesto de Compensacion a la Importacion (Compensation Tax on Imports). (3) Transmissiones Patrionomiales (Property Transfer Tax). (4) Impuesto Sobre el Lujo (Luxury Tax). (5) Actos Juridocos Documentados (Legal Official Transactions). (6) Impuesto Sobre el Trafico de Empresas (Business Trade Tax). (7) Impuesto Sobre el Trafico de Empresas (Business Trade Tax). (8) Impuesto Sobre el Petroleo y Derivados (Tax on Petroleum and its By-Products). (9) Impuesto Sobre el Uso de Telefona (Telephone Tax). (10) Impuesto General Sobre la Renta de Sociedades y demas Entidades Juridicas (General Corporation Income Tax). (11) Impuesto Industrial (Industrial Tax). (12) Impuesto de Rentas Sobre el Capital (Capital Gains Tax). (13) Plus Vailia (Increase on Real Property). (14) Contribucion Territorial Urbana (Metropolitan Real Estate Tax). (15) Contribucion Territorial Rustica y Pecuaria (Farmland Real Estate Tax). Impuestos Municipal y Tasas Parafiscales (Municipal Tax and Charges).
	(End of Clause) <u>Back to Top</u>
	READ ONLY Vendor will provide information with specific offers to the Government. I certify that I have read and understand the clause. 252.239-7011 Special Construction and Equipment Charges.
	As prescribed in 239.7411(b), use the following clause:
	SPECIAL CONSTRUCTION AND EQUIPMENT CHARGES (DEC 1991) The Government will not directly reimburse the Contractor for the cost of constructing any facilities or providing any equipment, unless the Contracting Officer authorizes direct reimbursement. If the Contractor stops using facilities or equipment which the Government has, in whole or part, directly reimbursed, the Contractor shall allow the Government credit for the value of the facilities or equipment attributable to the Government's contribution. Determine the value of the facilities and equipment on the basis of their foreseeable reuse by the Contractor at the time their use is discontinued or on the basis of the net salvage value, whichever is greater. The Contractor shall promptly pay the Government the amount of any credit.
	(c) The amount of the direct special construction charge shall not exceed—

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- (1) The actual costs to the Contractor; and
- (2) An amount properly allocable to the services to be provided to the Government.
- (d) The amount of the direct special construction charge shall not include costs incurred by the Contractor which are covered by—
 - (1) A cancellation or termination liability; or
 - (2) The Contractor's recurring or other nonrecurring charges.
- (e) The Contractor represents that—

ORCA - Certification

- (1) Recurring charges for the services, facilities, and equipment do not include in the rate base any costs that have been reimbursed by the Government to the Contractor; and
- (2) Depreciation charges are based only on the cost of facilities and equipment paid by the Contractor and not reimbursed by the Government.

If it becomes necessary for the Contractor to incur costs to replace any facilities or equipment, the

- (f) Government shall assume those costs or reimburse the Contractor for replacement costs at mutually acceptable rates under the following circumstances—
 - (1) The Government paid direct special construction charges; or
 - (2) The Government reimbursed the Contractor for those facilities or equipment as a part of the recurring charges; and
 - (3) The need for replacement was due to circumstances beyond the control and without the fault of the Contractor.
- (g) Before incurring any costs under paragraph (f) of this clause, the Government shall have the right to terminate the service under the Cancellation or Termination of Orders clause of this contract.

(End of Clause) Back to Top

READ ONLY

- ☐ Vendor will provide information with specific offers to the Government.
- ☑ I certify that I have read and understand the clause.

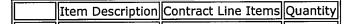
252.247-7023 Transportation of Supplies by Sea.

As prescribed in 247.573(b)(1), use the following clause:

TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

- (a) Definitions. As used in this clause—
 - (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
 - (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
 - (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
 - (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
 - (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

- (i) This contract is a construction contract; or
- (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
 - (1) Prime contract number;
 - Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—
 - (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:





- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
 - (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
 - (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

ALTERNATE I (MAR 2000) As prescribed in 247.573(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic clause:

- (b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are—
 - (i) Noncommercial items; or
 - (ii) Commercial items that-
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations (Note: This contract requires shipment of commercial items in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations); or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

ALTERNATE II (MAR 2000) As prescribed in 247.573(b)(3), substitute the following paragraph (b) for paragraph (b) of the basic clause:

- (b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are—
 - (i) Noncommercial items; or
 - (ii) Commercial items that-
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643 (Note: This contract requires transportation of commissary or exchange cargoes outside of the Defense Transportation System in accordance with 10 U.S.C. 2643).

ALTERNATE III (MAY 2002) As prescribed in 247.573(b)(4), substitute the following paragraph (f) for paragraphs (f), (g), and (h) of the basic clause:

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of Clause) Back to Top

252,209-7002 Disclosure of Ownership or Control by a Foreign Government.

As prescribed in 209.104-70(b), use the following provision:

DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2005)

(a) Definitions. As used in this provision—

- (1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).
- (2) "Entity controlled by a foreign government"—
 - (i) Means-
 - (A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
 - (B) Any individual acting on behalf of a foreign government.
 - (ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.
- (3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.
- (4) "Proscribed information" means—
 - (i) Top Secret information;
 - (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
 - (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
 - (iv) Special Access Program (SAP) information; or
 - (v) Sensitive Compartmented Information (SCI).
- (b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).
- (c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror IMMIXTECHNOLOGY, INC. 8444 WESTPARK DR STE 200,MC LEAN,VA 22102

Address of Entity Controlled by a Foreign	Description of Interest	•	Identification of Foreign Government
Government			

(End of Provision) Back to Top

252,212-7000 Offeror Representations and Certifications--Commercial Items.

As prescribed in 212.301(f)(ii), use the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2005)

- (a) Definitions. As used in this clause—
 - (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
 - (2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
 - (3) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
- (b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—
 - (1) Does not comply with the Secondary Arab Boycott of Israel; and
 - (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
 - (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
 - (2) Representation. The Offeror represents that it-
 - □ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
 - Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
 - (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Provision)

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252.216-7003 Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government.

As prescribed in 216.203-4-70(c), use the following clause:

ECONOMIC PRICE ADJUSTMENT--WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT (JUN 1997)

- (a) The Contractor represents that the prices set forth in this contract—
 - (1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of : and
 - (2) Do not include contingency allowances to pay for possible increases in wage rates or material prices.
- (b) If wage rates or material prices are revised by the government named in paragraph (a) of this clause, the Contracting Officer shall make an equitable adjustment in the contract price and shall modify the contract to the extent that the Contractor's actual costs of performing this contract are increased or decreased, as a direct result of the revision, subject to the following:
 - (1) For increases in established wage rates or material prices, the increase in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause increased the applicable wage rate(s) or material price(s), but only if the Contracting Officer receives the Contractor's written request for contract adjustment within 10 days of the change. If the Contractor's request is received later, the effective date shall be the date that the Contracting Officer received the Contractor's request.
 - (2) For decreases in established wage rates or material prices, the decrease in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause decreased the applicable wage rate(s) or material price(s). The decrease in contract unit price(s) shall apply to all items delivered on and after the effective date of the government's rate or price decrease.
- (c) No modification changing the contract unit price(s) shall be executed until the Contracting Officer has

verified the applicable change in the rates or prices set by the government named in paragraph (a) of this clause. The Contractor shall make available its books and records that support a requested change in contract price.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause of this contract.

(End of Clause) Back to Top

252.225-7000 Buy American Act--Balance of Payments Program Certificate.

IMMIXTECHNOLOGY, INC. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

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252.225-7020 Trade Agreements Certificate.

IMMIXTECHNOLOGY, INC. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

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252.225-7035 Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate.

IMMIXTECHNOLOGY, INC. has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

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252.247-7022 Representation of Extent of Transportation by Sea.

As prescribed in 247.573(a), use the following provision:

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) Representation. The Offeror represents that it
 - lacktriangle Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
 - Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
 - (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Provision)

Back to Top

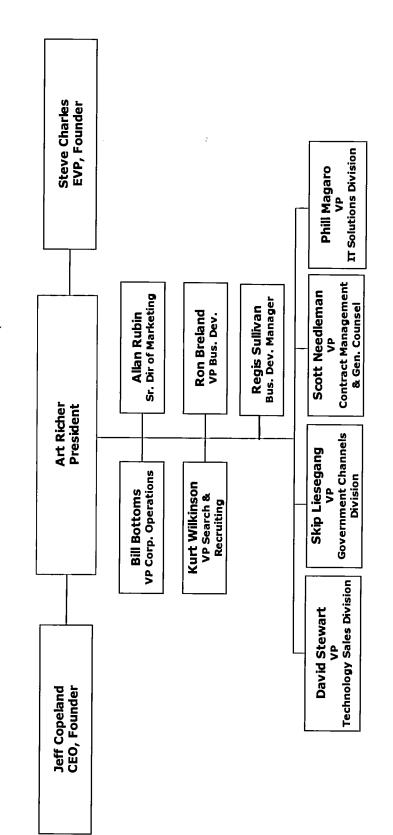
IMMIXTECHNOLOGY, INC. 098692374

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immixTechnology Organization Structure: Senior Management Team





PR	EAWARD SURVEY OF PRO (GENER)		CONTRACTOR	1. SERIAL NO. (FOR 517)	792	OMB Expir	NO.: res:	9000-00 3/31/20				
Public gatheri collecti and to	reporting burden for this collection of informing and maintaining the data needed, and on of information, including suggestions for the Office of Management and Budget, Pap	mation is estimate completing and reducing this bure erwork Reduction	ed to average 24 hours eviewing the collection den, to the FAR Secreta Project (9000-0011), V	per response, including the time of information. Send comments ariat (VRS), Office of Federal Acquiveshington, DC 20503.	for reviewing regarding thi isition and Re	instructions, s burden est gulatory Poli	searchin limate or icy, GSA,	g existing d aπy other a Washingtor	atasources, spect of this n, DC 20405			
	S	ECTION I - R	EQUEST (For Co	mpletion by Contracting	Office)							
2. NAM	IE AND ADDRESS OF SURVEYING ACTIV	/ITY		3. SOLICITATION NO.		4. TO	TAL OFF	ERED PRIC	E.			
	DIT AND FINANCE BRANCH EAST BANNISTER ROAD	(BCBA)		FCIS-JB-980001-BREFRESH #25 (b) (4) annual pri-								
	SAS CITY, MO 64131	1	}	5. TYPE OF CONTRACT								
		^	·									
				MULTIPLE AWARD SCHEUDLE (MAS)								
6A. NA	AME AND ADDRESS OF SECONDARY SU	RVEY ACTIVITY		7A. NAME AND ADDRESS OF PROSPECTIVE CONTRACTOR immixTECHNOLOGY, INC.								
GENI FAS 2200	or surveying ectivity use) ERAL SERVICES ADMINISTR ACQUISITION CENTER CRYSTAL DRIVE INGTON, VA 22102	ATION		8444 WESTPARK DRÍVE, SUITE 200 MCLEAN, VA 22102								
6B. TE	LEPHONE NO. (Include AUTOVON, WATS	, or FTS, if availa	ble)	7B. FIRM'S CONTACT		7C. TELEP	C. TELEPHONE NO. (with area code)					
	703-605-26			TARA FRANZONE		<u> </u>		26-5450				
8. WILI	CONTRACTING OFFICE PARTICIPATE	IN SURVEY?		13. NAME AND ADDRESS OF P	ARENT COM	PANY (if app	olicable)					
	YES NO											
9. DAT	E OF REQUEST 10. 3/24/2010	DATE REPORT I	AP									
				RECEIVED								
11. PF SMA	ROSPECTIVE CONTRACTOR REPRESEN LL BUSINESS CONCERN.	IT THAT IT	S, LI IS NOT A									
12. WA	LSH- A.IS NOT APPLICABLE		····	14A.PLANT AND LOCATION (If d	ifferen Mrk D	97 3 abst	ι'n					
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applica box(es	1) OTHER (Specify)					Taro sere	DUONE	NO with or	na anda)			
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	VIVIAN M. F			16A.NAME OF CONTACT POINT AT REQUESTING ACTIVITY								
158. SI	GNATURE (b) (6) Vivian M. Fie	aus		(If different from Item 15A)								
15C T	ELEPHONE NO. (Include AUTOVAN, WAT	S or FTS, if availa	ble)									
.00. 1	703-605-26					-11. PE-17.						
17. RE	TURN PREAWARD SURVEY TO THIS AD	DRESS:		16B. TELEPHONE NO. (Include A	UTOVENHU	AVE, GIPS	, if availa	ble)				
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	12-3(LEASING)	OFFERED		\$								
	132-8(EQUIPMENT)	SOLICITED										
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	132-12(MAINTENANCE)	SOLICITED		C C								
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TIVE CONTRACTOR 1. SERIAL NO. (For sun

132-52(COMMERCE)

OFFERED

OMB NO.:

9000-0011

19. MAJOR FACTORS	CHK.	SAT. (b)	UN- SAT. (c)	(Provide spec	OTHER FACTORS clfic requirements in Remarks)	CHK.	SAT. (b)	UN- SAT. (c)
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PRODUCTION CAPABILITY				B. TRANSPORTATION			L	<u> </u>
QUALITY ASSURANCE CAPABILITY				C.PACKAGING :				
INANCIAL CAPABILITY	X			D.SECURITY				
ACCOUNTING SYSTEM				E. SAFETY				<u> </u>
IS THIS A SHORT FORM PREAWARD REPORT? (For comple	IERGY CONSIDERATION			<u> </u>				
by surveying activity)		G. FLIGHT OPERATIONS	S/FLIGHT SAFETY					
IS A FINANCIAL ASSISTANCE PAYMENT PROVISION IN THE SOLICITATION? (For completion by contracting activity) YES NO)24	792	2	H.OTHER (Specify)				
Immix Technology, Inc. (Pare)		F	cis	-JB-980001-B	(b) (4)		,	

SECTION III - FACTORS TO BE INVESTIG

:D

Source Selection and Proprietary Information See FAR 3.104

Accordingly, we can approve this contractor as to finances on a marginal basis, for the partial amount, over the next 12-month period. The contracting officer should monitor to assess continued financial capability over the five year period.

However, you may request a new SF1403 evaluation at any time you feel a change in condition or other circumstances may warrant it.

1

	SECTION IV - SURVEYING ACTIVITY RECOMMENDATIONS	
RECOMMEND	25A. NAME AND TITLE OF SURVEY APPROVING OFFICIAL	25B. TELEPHONÉ NO.
A.COMPLETE AWARD	DONNA WHITE, FINANCIAL ANALYST	(816) 926-5031
B. PARTIAL AWARD (Quantity 2 MILLION	25C. Si(b) (6) Donna White	25D. DATE
(Quantity) C.NO AWARD		05/07/10
0010717411	STAN	DARD FORM 1403 (REV. 9-88) BACK



CORPORATE GUARANTY

In consideration for the award of any contract by the U.S.A. General Services Administration pursuant to Solicitation Number FCIS-JB-980001-B to our subsidiary, immixTechnology, Inc., we, immixGroup, Inc., hereby agree to provide all the financial resources necessary for the satisfactory completion of the contract and also to be the legally liable entity in case of default or termination not at the convenience of the government.

Steve Charles
Type or Print Name
Executive Vice President; immixGroup, Inc.
Title & Official Name of Guarantor
TRIC & Childia Harrio of Caurantos
THE & OHIGH HAMO OF GUARANCE
April 20, 2010

CORPORATE SEAL

Public gatheri collecti and to	reporting burden for this collection of infor ng and maintaining the data needed, and on of information, including suggestions for the Office of Management and Budget, Pap					burden e gulatory P	estimate or olicy, GSA,	any other Washingto	aspect of this on, DC 20405;			
			· · · · · · · · · · · · · · · · · · ·	empletion by Contracting	Office)							
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	ISAS CITY, MO 64131	,	•	5. TYPE OF CONTRACT		ΥΨ.						
	ŕ	^		MULTIPLE	AWARD	SCHEU	JDLE (M	ías)				
64 N	AME AND ADDRESS OF SECONDARY SL	JRVEY ACTIVITY		7A. NAME AND ADDRESS OF PR	ROSPECTIVE	CONTRA	CTOR					
(F	or surveying activity use)			immixTECHNOLOGY, IN								
	ERAL SERVICES ADMINISTR	ATION		8444 WESTPARK DRIVE, SUITE 200								
	ACQUISITION CENTER	•		MCLEAN, VA 22102								
	CRYSTAL DRIVE											
AKL.	INGTON, VA 22102											
6B. TE	LEPHONE NO. (Include AUTOVON, WATS	S, or FTS, if availa	ble)	7B. FIRM'S CONTACT 7C. TELEPHONE NO. (with area code)								
	703-605-2			TARA FRANZONE		l		26-5450)			
8. WIL	L CONTRACTING OFFICE PARTICIPATE	IN SURVEY?		13. NAME AND ADDRESS OF PA	RENT COM	PANY (If a	pplicable)					
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9. DAT	E OF REQUEST 10.	DATE REPORT	REQUIRED									
	3/24/2010	AS	AP									
11. PI	ROSPECTIVE CONTRACTOR REPRESENTALL BUSINESS CONCERN.	I XTI TAHT TI	S, IS NOT A		-	EIVE						
12. W/				14A.PLANT AND LOCATION (If di	feren (FRI)	ign 3 aby	nin					
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applica	ible Tues (2is	•	•									
<u>box(өз</u> 15А. N	AME OF REQUESTING ACTIVITY CONTR	RACTING OFFICE	R	14B. POINT OF CONTACT		14C. TE	LEPHONE	NO. (with a	rea code)			
	VIVIAN M. F	IELDS										
15B. S	IGNATURE (b) (6)		,	16A.NAME OF CONTACT POINT	AT REQUES	TING ACT	IVITY					
				(If different from Item 15A)								
15C. T	ELEPHONE NO. (Include AUTOVAN, WA)		ible)									
	703-605-20				(JTO) (O) / 16	(ATC) F	TO If availa	hlai				
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		SOLICITED						 	 			
	132-8(EQUIPMENT)	OFFERED		\$		·		 	 			
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	132-12(MAINTENANCE)	OFFERED		\$				-				
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	132-32(TERM SOFTWARE)	OFFERED		\$								
	132-33(PERPETUAL)		\$									
		SOLICITED										
	132-34(MAINTENANCE)	OFFERED		\$								
	100 50/85 (5) (5)	SOLICITED										
	132-50(TRAINING)	OFFERED		\$								
	120 50/201 (120 05)	SOLICITED										
	132-52(COMMERCE)	OFFERED		\$			<u> </u>	<u> </u>				

PREAWARD SURVEY OF PROS. _CTIVE CONTRACTOR 1. SERIAL NO. (For sur scrivity use) (GENERAL)

9000-0011 3/31/2010

OMB NO.: Expires:

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	SECTION IV - S	URV	EYING A	ACTIVITY RI	COMMENDA	TIONS			
. RECOMMEND	25A. NAME AND TITLE					25B. TELEPH	ONE NO) <u>.</u>	
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A.COMPLETE AWARD		1 WH	ITENF	NANCIAL	ANALYST	(816) 92	6-503	1	
B. PARTIAL AWARD	25C. SIGNAT (b) (6)					25D. DATE			
(Quantity	_)						.،/ ہ	٩.	
C.NO AWARD						04/0	Щ	<u> </u>	
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PREAWARD SURVEY OF PRO (GENERAL)

CTIVE CONTRACTOR

1. SERIAL NO. (For

ing activity use)

OMB NO.: Expires: **9000-0011** 3/31/2010

Public reporting burden for this collection of information is estimated to average 24 hours per response, including the time for reviewing instructions, searching existing datasources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition and Regulatory Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget Panework Reduction Project (9000-0011). Washington, DC 20503.

and to	the Office of Management and Budget, Pape					3	,,			
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				MULTIPI	E AWARD	SCHE	UDLE (M	IAS)		
GENI FAS 2 2200	AME AND ADDRESS OF SECONDARY SU or surveying activity use) ERAL SERVICES ADMINISTRA ACQUISITION CENTER CRYSTAL DRIVE INGTON, VA 22102			7A. NAME AND ADDRESS OF immixTECHNOLOGY, 8444 WESTPARK DRI' MCLEAN, VA 22102	INC.		ACTOR	_		
6B. TE	LEPHONE NO. (Include AUTOVON, WATS	, or FTS, if availa	ble)	B. FIRM'S CONTACT 7C. TELEPHONE NO. (with area code)						
	703-605-26	578		TARA FRANZON				26-5450		
8. WILI	CONTRACTING OFFICE PARTICIPATE I	N SURVEY?		13. NAME AND ADDRESS OF	PARENT COM	PANY (If	applicable)	 :		
	YES NO									
9. DAT	20111240201	DATE REPORT								
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11. PF SMA	ROSPECTIVE CONTRACTOR REPRESEN ILL BUSINESS CONCERN.	T THAT IT 🔼 II	s, LIS NOT A							
12. WALSH- HEALY CON ACT (Check applicable MANUFACTURER A.IS NOT APPLICABLE B. IS APPLICABLE AND PROSPECTIVE CONTRACTOR REPRESENTS HIS CLASSIFICATION AS: REGULAR DEALER				14A.PLANT AND LOCATION (If different from Item 7, above)						
<i>box(es</i> 15A. N)) L OTHER (Specify) AME OF REQUESTING ACTIVITY CONTR VIVIAN M. FI	14B. POINT OF CONTACT		14C. TE	LEPHONE	NO. (with ar	rea code)			
15B. S	IGNATURE (b) (6)			16A.NAME OF CONTACT POIR (If different from Item 15A)	NT AT REQUES	TING AC	TIVITY			
15C. T	ELEPHONE NO. (Include AUTOVAN, WAT 703-605-26		able)							
17. RE	TURN PREAWARD SURVEY TO THIS ADI	DRESS:		16B. TELEPHONE NO. (Include	AUTOVON, W	ATS, or F	TS, if availa	ble)		
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	132-52(COMMERCE)	OFFERED		\$			1	1	1	

SECTION	III NO	- FAC	CTOR	S TO BE IN	VESTIGATED				
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19. MAJOR FACTORS	CHK.	SAT.	UN- SAT. (c)	(20. OTHER FACTORS Provide specific requirements in Remarks)	CHK.	SAT. (b)	UN- SAT. (c)	
A.TECHNICAL CAPABILITY				A. GOVERNME	NT PROPERTY CONTROL				
B. PRODUCTION CAPABILITY				B. TRANSPO	PRTATION				
C.QUALITY ASSURANCE CAPABILITY				C.PACKAGING					
D.FINANCIAL CAPABILITY			l	D.SECURITY			ļ		
E. ACCOUNTING SYSTEM	E. ACCOUNTING SYSTEM				E. SAFETY				
21. IS THIS A SHORT FORM PREAWARD REPORT? (For completion by surveying activity)				F. ENVIRON	MENTAL/ENERGY CONSIDERATION				
by Surveying activity)				G. FLIGHT O	PERATIONS/FLIGHT SAFETY				
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23. REMARKS (For Contracting Activity Use)									
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SIN 132-53(WIRELESS SERVICES)									

SECTION IV - SURVEYING ACTIVITY RECOMMENDATIONS

24. RECOMMEND

25A. NAME AND TITLE OF SURVEY APPROVING OFFICIAL

25B. TELEPHONE NO.

25B. TELEPHONE NO.

25C. SIGNATURE

25D. DATE

C.NO AWARD

PREAWARD SURVEY OF PRO (GENERAL)

CTIVE CONTRACTOR

1. SERIAL NO. (For

ing activity use)

OMB NO.: Expires:

9000-0011 3/31/2010

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AKL	INGTON, VA 22102		-									
6B. TE	LEPHONE NO. (Include AUTOVON, WATS	, or FTS, if availa	ble)	7B. FIRM'S CONTACT		7C. TELI	7C. TELEPHONE NO. (with area code)					
	703-605-26			TARA FRANZON				26-5450				
8. WILI	L CONTRACTING OFFICE PARTICIPATE I	N SURVEY?		13. NAME AND ADDRESS OF PARENT COMPANY (If applicable)								
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11. PF	ROSPECTIVE CONTRACTOR REPRESEN	T THAT IT 🔼 I	S, LISNOTA									
12. WA	ALSH- A.IS NOT APPLICABLE			14A.PLANT AND LOCATION (If different from Item 7, above)								
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CON REPRESENTS HIS CLASSIFICATION AS:		AS:										
(Check MANUFACTURER REGULAR DEALER			LAR DEALER									
box/es	applicable OTHER (Specify)							 				
15A. N	AME OF REQUESTING ACTIVITY CONTR		:R	14B. POINT OF CONTACT		14C. TEI	LEPHONE	NO. (with a	rea code)			
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	IGNATURE			16A.NAME OF CONTACT POINT AT REQUESTING ACTIVITY (If different from Item 15A)								
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17. RE	TURN PREAWARD SURVEY TO THIS AD	DRESS:		TOB. TELEPHONE NO. (Include	AUTOVON, VIA	110,011	io, ii availa	<i>.</i>				
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		SECTION II	- DATA (For Cor	npletion by Conracting	Office)							
18A. ITEM	18B. NATIONAL STOCK NUMBER (NEW) AND NOMENCLATURE		18C. TOTAL QUANTITY	18D. UNIT PRICE		18E. DE	LIVERY SC		7			
NO.	(NEW) AND NOMENCLATURE		QUANTITY	PRICE	(a)	(b)	(c)	(d)	(e)			
	12-3(LEASING)	SOLICITED							ļ			
		OFFERED		\\$					<u> </u>			
	132-8(EQUIPMENT)	SOLICITED		<u></u>								
		SOLICITED		\$								
	132-12(MAINTENANCE)	OFFERED		\$								
		SOLICITED					· · · · · ·					
	132-32(TERM SOFTWARE) OFFERED		\$									
	SOLICITED SOLICITED											
	132-33(PERPETUAL) OFFERED			\$					ļ			
	132-34(MAINTENANCE) SOLICITED								<u> </u>			
	132-34(IVIAIIV I EIVAIVCE)	OFFERED		\$				-	-			
	132-50(TRAINING)	SOLICITED		<u> </u>			ļ		 			
		OFFERED		\$			-		1			
	132-52(COMMERCE)	SOLICITED		©					 			

OFFERED

\$

SECTION	III NO	- FAC	TOR	RS TO BE INVESTIGATED	
			•		
19. MAJOR FACTORS	CHK.	SAT.	UN- SAT. (c)	20. OTHER FACTORS CHK. SAT. S	UN- SAT. (c)
A.TECHNICAL CAPABILITY				A. GOVERNMENT PROPERTY CONTROL	
B. PRODUCTION CAPABILITY				B. TRANSPORTATION	
C.QUALITY ASSURANCE CAPABILITY				C.PACKAGING	
D.FINANCIAL CAPABILITY				D.SECURITY	
E. ACCOUNTING SYSTEM				E. SAFETY	
21. IS THIS A SHORT FORM PREAWARD REPORT? (For completion by surveying activity)				F. ENVIRONMENTAL/ENERGY CONSIDERATION G. FLIGHT OPERATIONS/FLIGHT SAFETY	
T YES NO					
22. IS A FINANCIAL ASSISTANCE PAYMENT PROVISION IN THE					
SOLICITATION? (For completion by contracting activity)				H.OTHER	
				(Specify)	
☐ YES ☐ NO					
23. REMARKS (For Contracting Activity Use)					
CONTINUE:					
CANALOGO COMUNET EGG GENTUCEGA					
SIN 132-53(WIRELESS SERVICES)					

SECTION IV - SURVEYING ACTIVITY RECOMMENDATIONS

24. RECOMMEND

25A. NAME AND TITLE OF SURVEY APPROVING OFFICIAL

25B. TELEPHONE NO.

25B. TELEPHONE NO.

25C. SIGNATURE

25D. DATE

C.NO AWARD

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Contract Variance

Contract Name: IMMIXTECHNOLOGY, INC. Cont. No: ZF0330J ACO: B22

Supplier Name: IMMIXTECHNOLOGY, INC.

Date Terminated: DUNC: 098692374 DUNS: 098692374

Header Status: Open

Requested by vfields Contract period: 1999/03/26 to 2010/07/02 Schedule No.: 070

Apr 14, 2010	C	Schedu	Schedule No.: 070	70	Contra	Contract period: 199	1999/03/26 to 2010/07/02	2010/07/02		Requested by vfields
Report Period	Claim	Total Sales	Trans. Count	Total Amt Due*	IFF Payments	Difference	Check No	Check Dt	Check Name	Deposit Dt Cycle Dt Status
1999/03/31		\$0.00	0			·			IMMIXTECHNOLOGY,	
1999/06/30		\$0.00	0						IMMIXTECHNOLOGY,	
1999/09/30		\$69,895.00	0	\$698.95	\$698.95	J	0000002005	1999/10/25	1999/10/25 IMMIX TECHNOLOGY	1999/10/29 1999/11/03
1999/12/31		\$94,686.00	0	\$946.86	\$946.86		00000018	2000/04/27	2000/04/27 IMMIX TECHNOLOGY	2000/01/31 2000/02/03
2000/03/31		\$496,233.00	0	\$4,962.33	\$4,962.33 \$4,962.33		0000002063	2000/04/28	2000/04/28 IMMIXTECHNOLOGY	2000/05/02 2000/05/08
2000/06/30		\$542,224.00	0	\$5,422.24	\$5,422.24 \$ 5,422.24	J	0000002072	2000/07/31	2000/07/31 IMMIXTECHNOLOGY	2000/08/04 2000/08/09
2000/09/30		\$1,954,209.00	0	\$19,542.09	\$19,542.09 \$19,542.09	J	0000002086	2000/10/31	2000/10/31 IMMIXTECHNOLOGY	2000/11/06 2000/11/09
2000/12/31		\$3,362,040.00	0	\$33,620.40	\$33,620.40 \$33,620.40	J	0000002097	2001/01/31	2001/01/31 IMMIXTECHNOLOGY	2001/02/05 2001/02/08
2001/03/31		\$5,431,770.00	0	\$54,317.70	\$54,317.70 \$54,317.70	J	0000002106	2001/04/24	2001/04/24 IMMIXTECHNOLOGY	2001/04/30 2001/05/04
2001/06/30		\$8,378,191.00	0	\$83,781.91	\$83,781.91 \$ 83,781.91	J	0000002036	2001/07/23	2001/07/23 IMMIX TECHNOLOGY	2001/07/30 2001/08/02
2001/09/30		\$4,960,230.00	0	\$49,602.30	\$49,602.30 \$49,602.30	•	0000002063	2001/10/31	2001/10/31 IMMIX TECHNOLOGY	2001/11/02 2001/11/06
2001/12/31		\$7,427,781.00	0	\$74,277.81	\$74,277.81 \$74,277.81	J	0000003004	2002/01/29	2002/01/29 IMMIX TECHNOLOGY	2002/02/01 2002/02/06
2002/03/31		\$7,038,906.00	0	\$70,389.06	\$70,389.06 \$70,389.06	•	0000003045	2002/05/03	2002/05/03 IMMIX TECHNOLOGY	2002/05/06 2002/05/08
2002/06/30		\$6,581,791.00	0	\$65,817.91	\$65,817.91 \$65,817.91	J	0000003086	2002/07/25	2002/07/25 IMMIX TECHNOLOGY	2002/07/29 2002/07/31
2002/09/30		\$6,804,473.00	o .	\$68,044.73	\$68,044.73 \$68,044.73	•	0000003120	2002/10/31	2002/10/31 IMMIX TECHNOLOGY	2002/11/04 2002/11/06
2002/12/31		\$9,059,222.00	0	\$90,592.22	\$90,592.22 \$90,592.22	J	0000003144	2003/01/31	2003/01/31 IMMIX TECHNOLOGY	2003/02/03 2003/02/05
2003/03/31		\$7,348,194.00	0	\$73,481.94	\$73,481.94 \$73,481.94	-	0401082949	2003/04/30	2003/04/30 IMMIXTECHNOLOGY I	2003/04/29 2003/05/06

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ACO: B22

Contract Variance

Contract Name: IMMIXTECHNOLOGY, INC. Cont. No: ZF0330J

Supplier Name: IMMIXTECHNOLOGY, INC.

DUNC: 098692374 DUNS: 098692374

Date Terminated:

Header Status: Open

Apr 14, 2010	c	Sched	Schedule No.: 070	0	Contra	Contract period: 19	1999/03/26 to 2010/07/02	2010/07/02		Requested by vfields	fields
Report Period	Claim	Total Sales	Trans. Count	Total Amt Due*	IFF Payments	Difference	Check No	Check Dt	Check Name	Deposit Dt Cycle Dt S	Status
2003/06/30		\$16,364,669.00	0	\$163,646.69	\$163,646.69	(\$0.00)					
					\$2,984.60		00000002097	2001/01/31	2001/01/31 IMMIXTECHNOLOGY	2001/02/05 2001/02/08	
					\$0.01		0000002106		IMMIXTECHNOLOGY	2001/04/30 2001/05/04	
					\$3,931.00		0000003004	2002/01/29	IMMIX TECHNOLOGY	2002/02/01 2002/02/06	
					\$493.60		0000003045	2002/05/03	IMMIX TECHNOLOGY	2002/05/06 2002/05/08	
					\$1,881.16		0000003086	2002/07/25	IMMIX TECHNOLOGY	2002/07/29 2002/07/31	
					\$2,391.09		0000003120	2002/10/31	IMMIX TECHNOLOGY	2002/11/04 2002/11/06	
					\$151,965.23		0000003215	2003/08/15	IMMIX TECHNOLOGY	2003/08/25 2003/08/28	
2003/09/30	•	\$9,779,941.00	0	\$97,799.41	\$97,799.41						
					\$97,799.41		0401086618	2003/10/30	2003/10/30 IMMIXTECHNOLOGY I	2003/10/31 2003/11/05	
2003/12/31		\$16,810,834.00	0	\$126,081.26	\$126,081.26						
					\$126,081.26		0401088489	2004/01/29	2004/01/29 IMMIXTECHNOLOGY I	2004/01/30 2004/02/03	
2004/03/31		\$21,252,012.00	0	\$159,390.09	\$159,390.09						
					\$159,390.09		0000003443	2004/04/28	2004/04/28 IMMIXTECHNOLOGY	2004/05/03 2004/05/06	
2004/06/30		\$20,323,857.00	0	\$152,428.93	\$152,428.93						
					\$152,428.93		072901870J	2004/08/02	2004/08/02 IMMIXTECHNOLOGY I	2004/07/29 2004/08/05	
2004/09/30		\$23,159,457.00	0	\$173,695.93	\$173,695.93						
					\$173,695.93		102801830J	2004/10/29	2004/10/29 IMMIXTECHNOLOGY I	2004/10/29 2004/11/02	
2004/12/31		\$27,238,435.00	0	\$204,288.26	\$204,288.26						
					\$204,288.26		012804590J	2005/02/01	2005/02/01 IMMIXTECHNOLOGY I	2005/02/01 2005/02/07	
2005/03/31		\$27,247,855.00	0	\$204,358.91	\$204,358.91						
					\$204,358.91		042702400J	2005/04/29	2005/04/29 IMMIXTECHNOLOGY I	2005/04/29 2005/05/03	
2005/06/30		\$33,681,435.00	0	\$252,610.76	\$252,610.76						
					\$252,610.76		072702320J	2005/07/28	2005/07/28 IMMIXTECHNOLOGY I	2005/07/28 2005/08/02	
2005/09/30		\$42,791,415.00	0	\$320,935.61	\$320,935.61						
					\$320,935.61		102503920J	2005/10/26	2005/10/26 IMMIXTECHNOLOGY I	2005/10/24 2005/10/28	
2005/12/31		\$70,724,261.00	0	\$530,431.96	\$530,431.96						
					\$530,431.96		013103790J	2006/02/01	2006/02/01 IMMIXTECHNOLOGY I	2006/01/31 2006/02/03	
2006/03/31		\$57,302,111.00	0	\$429,765.83	\$429,765.83						
					\$429,765.83		042808430J	2006/05/01	2006/05/01 IMMIXTECHNOLOGY I	2006/04/28 2006/05/03	
2006/06/30		\$32,852,316.00	0	\$246,392.37	\$246,392.37						
					\$9,287.97		0000004855	2008/04/18	2008/04/18 IMMIXTECHNOLOGY	2008/04/25 2008/04/30	
					\$237,104.40		073101290J	2006/08/01	IMMIXTECHNOLOGY I	2006/08/01 2006/08/03	
2006/09/30		\$51,575,339.00	0	\$386,815.04	\$386,815.04						
					\$386,815.04		103104870J	2006/11/01	2006/11/01 IMMIXTECHNOLOGY I	2006/11/01 2006/11/03	

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Report Period

2006/12/31

2007/03/31

Contract Variance

Header Status: Open Date Terminated: Contract period: 1999/03/26 to 2010/07/02 **DUNC: 098692374 DUNS: 098692374** Contract Name: IMMIXTECHNOLOGY, INC. Supplier Name: IMMIXTECHNOLOGY, INC. Schedule No.: 070 Cont. No: ZF0330J Apr 14, 2010 ACO: B22

Status Requested by vfields Cycle Dt 2007/11/05 2007/11/06 2008/04/25 2008/04/30 2008/07/25 2008/07/29 2008/11/04 2008/11/06 2007/08/28 2007/08/30 2008/04/25 2008/04/30 2007/04/24 2007/04/26 2007/08/02 2007/08/03 2008/01/18 2008/01/23 2009/02/09 2009/02/11 2007/01/31 2007/02/05 Deposit Dt 2007/08/01 IMMIXTECHNOLOGY, 2007/11/01 IMMIXTECHNOLOGY, 2008/01/11 IMMIX TECHNOLOGY 2007/02/01 IMMIXTECHNOLOGY, 2008/07/18 IMMIXTECHNOLOGY 2007/04/24 IMMIXTECHNOLOGY, 2008/04/18 IMMIXTECHNOLOGY 2008/10/24 IMMIXTECHNOLOGY 2009/02/02 IMMIXTECHNOLOGY 2007/08/24 IMMIXTECHNOLOGY 2008/04/18 IMMIXTECHNOLOGY Check Name Check Dt Check No 0000004494 0000004855 0000005230 0000006183 013109250J 0000005628 103109220J 0000004855 042301430J 073107250J 0000004061 (\$0.00) Difference 388,976.43 \$575,738.45 \$514,895.62 \$388,976.43 \$426,034.74 \$426,034.74 \$688,232.68 \$514,418.35 \$575,738.45 \$473,501.00 \$473,501.00 \$514,895.62 \$688,232.68 \$323,830.63 \$323,830.63 \$586,335.18 \$161,332.59 \$0.01 \$425,002.58 \$262,975.04 \$262,975.04 **Payments** \$586,335.18 \$575,738.45 \$388,976.43 \$426,034.74 \$688,232.68 \$514,418.35 \$262,975.04 \$473,501.00 \$514,895.62 \$323,830.63 Fotal Amt Due 0 0 0 0 0 0 0 0 0 Trans. Count \$51,863,524.00 \$91,764,357.00 \$68,589,113.00 43,177,417.00 \$78,178,024.00 \$35,063,338.00 \$76,765,126.00 \$63,133,467.00 \$68,652,749.00 \$56,804,632.00 **Fotal Sales** Claim

2007/06/30

2007/09/30

2007/12/31

2008/03/31

2008/06/30

2008/09/30

2008/12/31

Note for schedule 599 contracts -- Includes % of sales for 599-1 plus \$1.50 per transaction for 599-2

2009/04/28 2009/04/29

2009/04/27 IMMIXTECHNOLOGY,

042411190J

2009/07/22 2009/07/23

2009/07/21 IMMIXTECHNOLOGY,

072008890J

\$474,475.18 \$474,475.18

\$474,475.18

0

\$63,263,357.00

2009/06/30

2009/03/31

\$441,393.92 \$441,393.92 \$1,140,632.51

\$441,393.92

0

\$58,852,522.00

2009/09/30

\$514,418.35

0

2009/11/03 2009/11/04

2009/11/02 IMMIXTECHNOLOGY,

102924380J

2010/02/02 2010/02/04

012919860J 2010/02/01 IMMIXTECHNOLOGY,

(\$0.00)

\$10,955,579.23

\$10,955,579.23

0

\$1,428,845,743.00

Contract Totals:

\$1,140,632.51

\$1,140,632.51

0

\$152,084,335.00

2009/12/31



Consolidated
Financial Statements
Years Ended
May 31, 2009 and 2008

immixGroup, Inc. and Subsidiaries



Certified Public Accountants Specialized Services Business Solutions

Contents

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Financial Statements	
Consolidated Balance Sheets	2
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Consolidated Statements of Changes in Equity	4
Consolidated Statements of Cash Flows	5
Notes to Consolidated Financial Statements	6 - 16



Certified Public Accountants Specialized Services Business Solutions

Report of Independent Auditors

Board of Directors immixGroup, Inc.

We have audited the accompanying consolidated balance sheet of *immixGroup*, *Inc.* and *Subsidiaries* as of May 31, 2009 and the related consolidated statements of income, changes in equity and cash flows for the year then ended. These consolidated financial statements are the responsibility of the management of *immixGroup*, *Inc.* and *Subsidiaries LLC*. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of *immixGroup*, *Inc.* and *Subsidiaries* as of May 31, 2009 and the results of their operations and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The May 31, 2008 consolidated financial statements were reviewed by us, and our report thereon, dated August 5, 2008, stated we were not aware of any material modifications that should be made to the 2008 consolidated financial statements for them to be in conformity with generally accepted accounting principles. However, a review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the consolidated financial statements taken as a whole.

Gordmen & Company, UP

McLean, Virginia August 21, 2009

> 1430 Spring Hill Road, Suite 300 McLean, VA 22102-3018

> > ph 703.970.0400 fax 703.970.0401

Consolidated Balance Sheets

	Audited	Reviewed
May 31,	 2009	2008
<u> </u>		

Assets

Current assets

Cash and cash equivalents

Investments

Accounts receivable - net

Other current assets

Total current assets

Property and equipment - net

Other assets

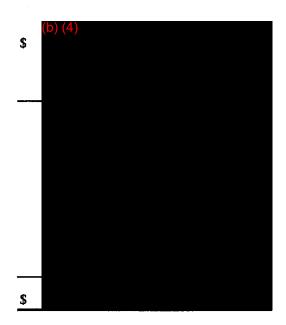
Computer software

Other intangible assets - net

Goodwill

Deposits

Notes receivable - related parties



Liabilities and Stockholders' Equity

Current liabilities

Accounts payable

Accrued compensation and employee benefits

Deferred compensation

Capital lease payable - current portion

Due to related party - current portion

Notes payable - current portion

Other liabilities

Total current liabilities

Long-term liabilities

Deferred rent

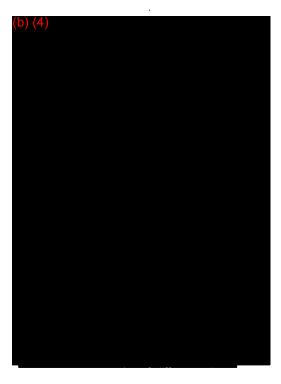
Capital lease payable - less current portion

Due to related party - less current portion

Note payable - less current portion

Total liabilities

Stockholders' equity



Consolidated Statements of Income

Years Ended May 31,	Audited 2009	Reviewed 2008
Revenue	(b) (4)	
Technology resale representation fee revenue		
Contract management services		
Channel program management		
Information technology consulting revenue		
Employee placement fees		
Training revenue	_	
Total revenue		
Cost of sales		
Salaries and employee benefits		
Professional services		
Facility and other office expenses		
Computer and information technology		
Marketing	•	
General and administrative expenses	-	
Total cost of sales	-	
Gross profit	-	
Other income (expense)		
Interest and dividend income		
Realized gain (loss) on investment		
Interest expense		
Other income	-	
Total other income (expense)		
Net income		
Other comprehensive income		
Unrealized loss on investments	•	
Total comprehensive income		

Consolidated Statements of Changes in Equity

	Common Stock	Additional Paid-In Capital	Retained Earnings	Stock Subscription Receivable	Other Comprehensive Income	Total
Balance - May 31, 2007	(b) (4)					
Comprehensive income						
Stock option compensation expense						
Stock subscription receivable						
Exercised stock options						
Distributions						
Balance - May 31, 2008						
Comprehensive income						
Stock option compensation expense						
Distributions						
Balance - May 31, 2009						



Consolidated Statements of Cash Flows

	Audited	Reviewed
Years Ended May 31,	2009	2008

Cash flows from operating activities

Net income

Adjustments to reconcile to net cash from operating activities:

Depreciation and amortization

Bad debt expense

Realized loss (gain) on investment

Stock option compensation expense

Change in:

Accounts receivable

Other current assets

Other assets

Accounts payable and accrued expenses

Accrued compensation and employee benefits

Deferred compensation

Deferred rent

Other liabilities

Net cash from operating activities

Cash flows from investing activities

Purchases of property and equipment

Acquisition - net of acquired cash

Loans to employee

Purchase of investments

Proceeds from the sale of investments

Net cash from investing activities

Cash flows from financing activities

Repayments of long-term debt

Repayments of capital lease obligation

Proceeds from long-term borrowings

Distributions to stockholders

Net cash from financing activities

Net change in cash and cash equivalents

Cash and cash equivalents - beginning of year

Cash and cash equivalents - end of year

Supplemental disclosure of cash flow information

Cash paid for interest

Supplemental disclosure of noncash investing activities

During 2009, the Company acquired two companies (see Note 7). The Company paid (b) (4) The original purchase price was (b) (4) The original purchase price was reduced by (b) (4) due to adjustments in the tangible net worth of the companies acquired. Of this amount, (b) (4) was returned prior to May 31, 2009. The remaining (b) (4) sis due from the seller. The Company acquired (b) (4) of cash in the acquisition.

During 2009, the Company entered into a (b) (4) note payable agreement with an employee in exchange for a noncompete agreement.

During 2009, the Company acquired (b) (4) bf furniture and equipment under a capital lease agreement.

The accompanying notes are an integral part of these consolidated financial statements.

Notes to Consolidated Financial Statements

May 31, 2009 (Audited) and 2008 (Reviewed)

1. Organization and Nature of Business

immixGroup, Inc. and its wholly owned subsidiaries, immixTechnology, Inc., and immixSolutions, Inc., EC America, Inc. and Selbre Associates, Inc., were incorporated on August 5, 1998, under the laws of the Commonwealth of Virginia. immixGroup, Inc. and Subsidiaries is a government business consulting firm that offers a mix of services to assist commercial technology companies doing business in the public sector. Through its subsidiaries, immixTechnology, Inc., Selbre Associates, Inc., and EC America, Inc., immixGroup, Inc. serves as a government reseller or channel manager, facilitating the sales process between technology companies and government buyers by managing the procurement process and establishing contract vehicles for federal, state and local businesses. Through its subsidiary, immixSolutions, Inc., immixGroup, Inc. provides comprehensive IT services to federal and commercial customers. Combining extensive relationships within the IT services and technology manufacturer community, deep technical expertise, and knowledge of the unique government environment, immixGroup, Inc. delivers and implements IT solutions for its government customers.

2. Summary of Significant Accounting Policies

Principles of Consolidation

These consolidated financial statements include the accounts of *immixGroup Inc.* and its wholly owned subsidiaries, immixTechnology, Inc., immixSolutions, Inc., EC America, Inc., and Selbre Associates, Inc. (collectively referred to as the Company). All significant intercompany balances and transactions have been eliminated in consolidation.

Revenue Recognition



If the Company were to record its gross sales and cost of sales, the direct resale revenue would be reported as follows:

Gross sales price to end-customer
Gross purchase price from manufacturer partner

Direct resale revenue

Saudited Reviewed 2009 2008

(b) (4)

Saudited Reviewed 2009 2008

The Company's *contract* management consulting services generally require the delivery of its marketing and government procurement expertise to meet customer requirements and other related services. The Company recognizes revenue for its consulting service contracts (b) (4)

The revenue earned by immixSolutions. Inc. is typically earned under time and material type contracts.

(b) (4)

Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Among other estimates susceptible to change are the estimates used for determining the value of the Company's stock options, recoverability and amortization periods of long-lived assets, and the collectibility of accounts receivable. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers investments in highly liquid debt instruments with maturity dates of three months or less at acquisition to be cash equivalents.

Accounts Receivable



A trade receivable is considered to be past due if any portion of the receivable balance is outstanding for more than 90 days.

Investments

The Company classifies its investments as available-for-sale. Available-for-sale securities are carried at fair value. Unrealized gains and losses are reported in comprehensive income in the accompanying consolidated statement of income. Realized gains and losses are reported as a component of net income using specific identification to determine cost.

Property and Equipment

Property and equipment are recorded at original cost to the Company. Depreciation expense is calculated using the straight-line method over the estimated useful lives of the assets. The useful lives are as follows:

Furniture and fixtures	7 years
Office equipment	5 years
Leasehold improvements	10 years
Software	3 years

Maintenance and repairs are charged to expense as incurred.

Intangible Assets

Intangible assets were recorded at the cost to the Company and are amortized over its estimated life. The noncompete agreement will be amortized over a three-year period once the associated employee terminates employment. The agreement was effective January 1, 2009 and continues for three years after the associated employee terminates employment. The perpetual use of property intangible asset is being amortized over a 10 year period.

Goodwill

Goodwill represents the excess of costs over fair value of assets of businesses acquired. The Company follows the provisions of SFAS No. 142, Goodwill and Other Intangible Assets, as of May 1, 2002. Pursuant to SFAS No. 142, goodwill and intangible assets acquired in a purchase business combination and determined to have an indefinite useful life are not amortized, but instead tested for impairment at least annually in accordance with the provisions of SFAS No. 142. SFAS No. 142 also requires that intangible assets with estimable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and reviewed for impairment in accordance with SFAS No. 144, Accounting for Impairment or Disposal of Long-Lived Assets.

Accounts Payable

Trade payables are carried at original invoice (gross) amount. (See discussion under Revenue Recognition above for recording of associated revenues on a net basis).

Income Taxes

The stockholders of the Company have elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. In lieu of corporate income taxes, the stockholders of an S corporation are taxed on their proportionate shares of the Company's taxable income. The Company remains a taxable entity for those jurisdictions which do not recognize S corporation status.

Income taxes are provided for the tax effects of transactions reported in the consolidated financial statements and consist of taxes currently due and deferred for those states that do not recognize S corporation status. The Company provides for deferred taxes on temporary differences arising from assets and liabilities whose basis is different for financial reporting and income tax purposes. The differences relate primarily to reporting taxes on the cash basis of accounting primarily related to accounts receivable, accounts payable and accruals.

Common Stock



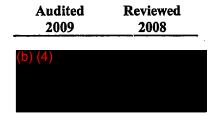
Stock Options

The Company's consolidated financial statements for 2009 and 2008 recognize compensation expense under SFAS No 123(R), *Share Based Payments*. Stock-based compensation expense related to employee stock options recognized under SFAS No. 123(R) for 2009 and 2008 was (b) (4) respectively, and is included in salaries and employee benefits.

In accordance with SFAS No 123(R), stock-based compensation recognized during a period is based on the fair value of the portion of stock-based awards that is ultimately expected to vest, and therefore, is reduced by estimated forfeitures. However, as a nonpublic entity it is not reasonably possible to estimate the fair value of the Company's equity share options because it is not practicable to estimate the expected volatility of the Company's share price. Therefore, in accordance with SFAS 123(R), the Company has accounted for its equity share options based on a value calculated using the historical volatility of an appropriate industry sector index instead of the expected volatility of the Company's share price (the calculated value). Stockbased compensation expense is recognized ratably over the estimated service period to vesting. Stock-based compensation expense recognized for 2009 and 2008 included compensation expense for stock-based awards granted during 2009 and 2008 based on the calculated value on the grant date that is consistent with the Black-Sholes method.

The fair value of each option grant is estimated on the date of grant using the Black-Sholes Model with the following weighted-average assumptions:

Expected life Risk-free interest rate Volatility Dividend yield



Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash balances in excess of the federally insured limit and accounts receivable.

Federal Deposit Insurance Corporation insures cash balances in financial institutions to a maximum of \$250,000. Additionally, the Company's financial institutions are participating in the FDIC's Transaction Account Guarantee Program, effective November 26, 2008. Under that program, through December 31, 2009, all noninterest bearing transaction accounts are fully guaranteed by the FDIC for the entire amount in the account. Coverage under the Transaction Account Guarantee Program is in addition to and separate from the coverage available under the FDIC's general deposit insurance rules. At times, the Company maintains cash balances in excess of the federally insured limit. Since the Company has not experienced any losses on such accounts and, based on third-party credit ratings of the bank holding the Company's deposits, the Company believes that it is not exposed to any significant credit risk related to cash. At May 31, 2009 and 2008, the Company's uninsured cash balances were

The Company extends credit to its customers on an unsecured basis in the ordinary course of business. The Company records an allowance for estimated uncollectible accounts in an amount approximating anticipated losses. Individual uncollectible accounts are written off against the allowance when collection of the individual accounts appears doubtful.

Concentration of major customers and manufacturer partners potentially subject the Company to business risk, uncertainty, and seasonality of results. The Company's sales are highly dependent on the federal government's demand for information technology (IT) products, and more specifically, sales are dependent on the federal government's demand for certain IT products produced by the Company's manufacturer partners. For 2009 and 2008, the Company derived of its revenue from its top five manufacturer partners, respectively.

Reclassifications

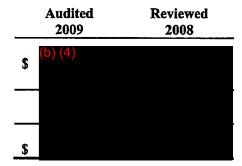
Certain reclassifications have been made to the prior year consolidated financial statements in order for them to be in conformity with the current year presentation. These reclassifications had no effect on prior year net income.

3. Accounts Receivable

Accounts receivable at May 31 consisted of the following:

Accounts receivable – billed Accounts receivable – unbilled

Less - allowance for doubtful accounts

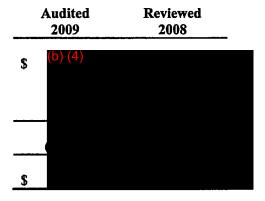


4. Property and Equipment

Major classes of property and equipment at May 31 consisted of the following:

Furniture and fixtures Office equipment Leasehold improvements Software

Less - accumulated depreciation and amortization



5. Intangible Assets

In 2008, *immixGroup*, *Inc.* acquired the perpetual right to use ten days per year of Exclusive Resorts lodging. The asset will be used to provide lodging in lieu of hotels for senior management team members who meet regularly with customers that are located in different locations throughout the country. In addition, the asset will be used to provide lodging for the senior management team who attend offsite planning meetings throughout the year. The cost of the asset was (b) (4) and accumulated amortization at May 31, 2009 and 2008 was (b) (4)

In 2009, EC America, Inc. paid an employee (b) (4) next exchange for entering a noncompete agreement. The agreement expires three years after the employee ceases to be employed. The intangible asset will begin being amortized when the related employment ceases.

6. Fair Value Measurement

Effective June 1, 2008, the Company adopted Statement of Financial Accounting Standards No. 157, Fair Value Measurement (SFAS 157), for measuring and reporting financial assets and liabilities at fair value. SFAS 157 defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

SFAS 157 established a three-level disclosure hierarchy to indicate the level of judgment used to estimate fair value measurements:

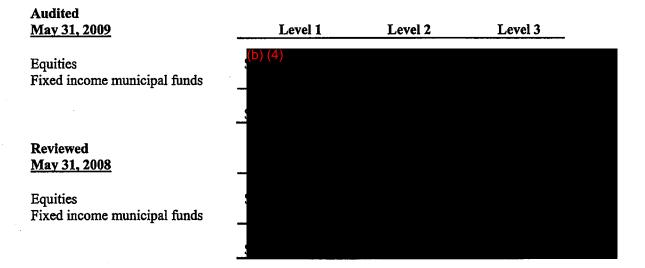
Level 1 – quoted prices in active market for identical assets or liabilities as of the reporting date;

Level 2 - quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets in markets that are not active; and inputs other than quoted prices (such as interest rate and yield curves);

Level 3 – uses inputs that are unobservable, supported by little or no market activity and reflect significant management judgment.



The table below summarizes investments, by level, for items measured at fair value on a recurring basis at May 31, 2009 and 2008.



7. Business Acquisition

On December 31, 2008, the Company acquired 100 percent of the outstanding common stock of EC America, Inc. (ECA) and Selbre Associates, Inc. (Selbre). ECA and Selbre sell products and perform services that are similar to the resale and contract divisions of the Company (see Note 1). The results of ECA and Selbre's operations since the date of their acquisition have been included in the consolidated financial statements.

The aggregate purchase price was (b) (4) which is equal to the amount paid, (b) (4) (see Page 5) less (b) (4) (a) (due from seller. The following table summarizes the estimated fair values of the assets acquired and liabilities assumed at the date of acquisition. The excess of the purchase price over the net assets acquired has been recorded as goodwill. The allocation of the purchase price is preliminary, while the Company continues to obtain the information necessary to determine the fair value of the assets acquired and liabilities assumed. When the Company obtains final information, management believes that adjustments, if any, will not be material in relation to the consolidated financial statements.

	Selbre	<u>ECA</u>
Current assets Property, plant and equipment Noncurrent assets	\$ (b) (4)	
Total assets acquired		
Current liabilities Long-term liabilities	\$	
Total liabilities assumed	\$	
Net assets acquired	\$	



8. Notes Receivable - Related Parties

The acquisition of ECA and Selbre (see Note 7) was contingent on the acquired entities having an agreed-upon tangible net worth.

(b) (4)

In 2008, an employee exercised stock options and as a result signed a promissory note. A stock subscription (b) (4)

9. Note Payable

The Company borrowed to pay for the acquisition of Selbre and ECA. The note is secured by all business assets and by personal guarantees from certain officers of the Company. The note is payable in (b) (4)

Accrued interest is payable monthly. Future principal payments on notes payable are as follows:

2010 2011 2012 2013

10. Capital Lease

The Company leases furniture under a capital lease agreement that expires in 2012. For financial reporting purposes, minimum lease rentals relating to the equipment have been capitalized. The related assets and obligations have been recorded using the Company's incremental borrowing rate at the inception of leases. Furniture under lease agreements has a cost of (b) (4) with accumulated depreciation of (b) (4) at May 31, 2009 and is included in property and equipment.

Future minimum lease payments under capital leases at May 31 are as follows:

2010
2011
2012

Less – amount representing interest

\$

11. Due to Related Party

The acquisition of ECA and Selbre was contingent on the former owner entering an employment contract with the Company. (b) (4)
(b) (4)

12. Line of Credit

The Company extended its line of credit with a commercial bank, allowing for maximum borrowings of

At May 31, 2009 and 2008, the Company had no outstanding balance on the line of credit.

Outstanding balances under the line-of-credit agreement are collateralized by all business assets and by personal guarantees from certain officers of the Company. The agreement expires on April 5, 2010.

13. Lease Commitments

Office Space

The Company leases office space under an operating lease that expires in December 2015. Future minimum lease payments under the noncancelable operating leases are as follows:

2010 2011 2012 2013 2014 2015

Office rent expense for 2009 and 2008 was (b) (4) respectively.

The Company had sublet part of its leased office space under an operating lease. The tenant was released of their lease obligation during 2008. Rental revenue under this sublease agreement for 2008 was (b) (4)

Equipment

The Company leases equipment under operating leases that expire at various dates through 2014. Future minimum lease payments under the operating leases are as follows:

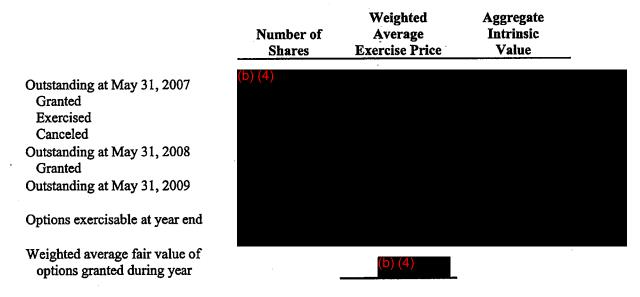
2010 2011 2012 2013 2014

Equipment rent expense for 2009 and 2008 was

respectively.

14. Stock Option Plans

The Company's Stock Option Plan (nonqualified) was adopted in January 2002 (amended in January 2008), and supersedes and replaces in its entirety the earlier 1998 Stock Option Plan. Under the plan, awards to purchase shares of the Company's common stock may be granted to directors, officers, and key employees. A summary of the status of the Company's stock option plan as of May 31, 2009 is presented below:



The following information is a summary of the status of the Company's stock option plan as of May 31, 2009:

Options Outstanding				Options Exercisable	
	Weighted Average	Number of	Weighted Average Remaining Contractual Life of Options	Number of	Weighted Average Exercise Price of
Range of Exercise Price	Exercise Price	Options Outstanding	Outstanding in Years	Shares Exercisable	Shares Exercisable

Nonvested Shares	Number of Options	Weighted Average Grant Date Fair Value
Nonvested at June 1, 2008	(b) (4)	
Granted		
Vested		

For 2009 and 2008, there was (b) (4) respectively, of total unrecognized compensation cost related to nonvested share-based compensation arrangements granted under the plan. That cost is expected to be recognized over the weighted average period of (b) (4)

15. Retirement Plan

The Company has a qualified retirement plan pursuant to Section 401(k) of the Internal Revenue Code (Plan). Eligible participants may elect to contribute a percentage of their annual gross compensation. The Company provides a contribution equal to b f the employee's salary. The Company's contributions to the Plan were approximately (6) (4) for 2009 and 2008, respectively.

16. Deferred Compensation Plan

On January 1, 2006, the Board of Directors (Board) adopted an unfunded, nonqualified deferred compensation plan for key managerial employees of the Company. The Board may modify or terminate the plan at any time. The deferred compensation is awarded annually to each participant as a percentage of profit.

17. Asset Acquisition

During 2008, the Company entered into an agreement to purchase selected assets of an information technology company for a maximum price of (b) (4) The Company assumed contract relationships and hired the employees working on the assumed contract. The Company expensed (b) (4) The related to this purchase in 2008. The remaining (b) (4) The was paid to the seller during 2009. The purchased contracts account for the activity in immixSolutions, Inc.

18. Contingencies

In the normal course of business, the Company has become involved in a matter of litigation. Management believes that their position is strong and they will vigorously defend the Company against any adverse action. However, management cannot predict the outcome of this matter or estimate the amount of any loss that may result. Management does not expect the results of such litigation to have a material effect on the Company's financial position or results of future operations. Accordingly, no provision for any liability that may result from this matter has been included in these financial statements.

* * * * *

www.immixgroup.com 703.752.0610 703.752.0611 fax



CORPORATE GUARANTY

In consideration for the award of any contract by the U.S.A. General Services Administration pursuant to Solicitation Number FCIS-JB-980001-B to our subsidiary, immixTechnology, Inc., we, immixGroup, Inc., hereby agree to provide all the financial resources necessary for the satisfactory completion of the contract and also to be the legally liable entity in case of default or termination not at the convenience of the government.

(b) (6)

CORPORATE SEAL



Steve Charles		

Type or Print Name

Executive Vice President; immixGroup, Inc.

Title & Official Name of Guarantor

April 20, 2010

Date

Statements relating to immixTechnology's Financial Reports for 2009

immixTechnology, Inc. has its financial reports filed in a consolidated manner through its parent, immixGroup, Inc. (collectively "immix") (b) (4) (b) (4)



CORPORATE SEAL



CORPORATE GUARANTY

In consideration for the award of any contract by the U.S.A. General Services Administration pursuant to Solicitation Number FCIS-JB-980001-B to our subsidiary, immixTechnology, Inc., we, immixGroup, Inc., hereby agree to provide all the financial resources necessary for the satisfactory completion of the contract and also to be the legally liable entity in case of default or termination not at the convenience of the government.

Steve Charles

Type or Print Name

Executive Vice President: immixGroup. Inc.

Title & Official Name of Guarantor

April 20, 2010

Date





Date: 03/04/10

Past Performance Evaluation to

D-U-N-S Number for this company: 09-869-2374

The Supplier Performance Review is a report on a single company. This report is divided into four sections:

1. Company Overview

Contains basic location, contact, and operating data available on the company being evaluated.

2. Supplier Perfomance Ratings

Provides the supplier's Overall Performance Rating, which is an assessment of likely overall performance, and a SIC-level benchmark, which indicates where the supplier's Overall Performance Rating falls in comparison to other rated companies in it's SIC group. This section also provides Detailed Performance Ratings for key aspects of supplier performance.

3. Buyers Surveyed

Indicates the industries of the companies that have recently provided ratings on this supplier. Individual raters are not identified in order to preserve confidentiality.

4. Distribution of Feedback

Provides a breakdown of the survey responses received from raters of this supplier. For each of the survey questions, the responses, which were provided on a 0 to 10 scale, are categorized as "positive" (9 to 10), "neutral" (5 to 8), or "negative" (0 to 4).

L. COMPANY OVERVIEW (From Dun& Bradstreet re	wante Y
--	---------

Primary Name:

IMMIXTECHNOLOGY, INC.

Year Started:

1998

Alternate Names:

(none)

Year of Current

8444 Westpark Dr Ste 200

Control:

1998

Telephone Number:

Address:

.4 (700) 750, 0040

Mc Lean, VA 22102

Annual Sales:

+1 (703) 752-0610

Total Employees:

D-U-N-S® Number:

09-869-2374

SIC/Line of Business:

5734/Computer and software

stores

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Page 1 of 3

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SIC:

25

Date: 03/04/10

Past Performance Evaluation to

D-U-N-S Number for this company: 09-869-2374

2. SUPPLIER PERFORMANCE RATINGS

Open Ratings calculates supplier performance scores using a sophisticated algorithm that takes into account the amount of information available on a supplier, the recency of the information, and the accuracy of the raters. Ratings range from 0 to 100, however, this is not a percentile score.

Overall Performance Rating

) (4)

5734/Computer and Computer Software Stores

100

50

Indicative of likely overall performance

Detailed Performance Ratings

RELIABILITY:

How reliably do you think this company follows through on its commitments?

COST:

How closely did your final total costs correspond to your expectations at the beginning of the transaction?

ORDER ACCURACY:

How well do you think the product/service delivered matched your order specifications and quantity?

DELIVERY/TIMELINESS:

How satisfied do you feel about the timeliness of the product/service delivery?

QUALITY:

How satisfied do you feel about the quality of the product/service provided by this company?

BUSINESS RELATIONS:

How easy do you think this company is to do business with?

PERSONNEL:

How satisfied do you feel about the attitude, courtesy, and professionalism of this company's staff?

CUSTOMER SUPPORT:

How satisfied do you feel about the customer support you received from this company?

RESPONSIVENESS:

How responsive do you think this company was to information requests, issues, or problems that arose in the course of the transaction?

(b) (4)

Past Performance Evaluation is a * Page 2 of 3 **

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Open Ratings

Bradstreet

Date: 03/04/10

Past Performance Evaluation "

D-U-N-S Number for this company: 09-869-2374

3. BUYERS SURVEYED

The most recent feedback obtained on this supplier came from companies in the following industries.

SIC/Line of Business:

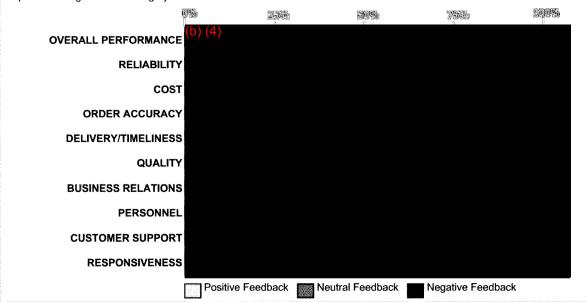
- Unknown/not available
- 5399/Misc. general merchandise stores
- 9199/General government, nec
- 9311/Finance, taxation, &monetary policy
- 9431/Admin. of public health programs
- 9441/Admin. of social &manpower programs

Number of surveys completed during the past 30 days is 5.

- 9512/Land, mineral, wildlife conservation
- 9611/Admin. of general economic programs
- 9651/Regulation misc. commercial sectors
- 9661/Space research and technology
- 9999/Nonclassifiable establishments

4. DISTRIBUTION OF FEEDBACK

This supplier's ratings were based in part on survey feedback from past customers. This chart provides a breakdown of the survey responses received from customers in the last 12 months. For each of the survey questions, the responses, which were provided on a 0 to 10 scale, are categorized as "positive" (9 to 10), "neutral" (5 to 8), or "negative" (0 to 4). The percentages of responses falling into each category are shown below.



Note: The supplier ratings set forth above represent the opinions of the surveyed customer references and not those of Open Ratings or Dun & Bradstreet. Some references may not have provided ratings for all performance aspects.

This report is provided under contract solely for use by the customer and a third party as designated by the customer. It is compiled from sources Open Ratings and D&B do not control and whose information, unless otherwise indicated in the report, has not been verified. In providing this report Open Ratings and D&B do not assume any part of the user's business risk, do not guarantee the accuracy, completeness or timeliness of the information and shall not be liable for any loss or injury resulting from reliance on this report or arising out of or caused, in whole or in part, by Open Ratings' or D&B's acts or omissions in preparing this report. This report may not be reproduced in whole or part in any manner whatsoever.

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Adam Hyman

From:

orders@openratings.com

Sent:

Thursday, February 11, 2010 9:43 PM

To:

Tara Franzonello

Subject:

IMMIXTECHNOLOGY, INC. Past Performance Evaluation Receipt Confirmation

IMMIXTECHNOLOGY, INC. Past Performance Evaluation Receipt Confirmation

THIS IS AN AUTOMATED EMAIL—PLEASE DO NOT CLICK REPLY

Thank you for your order.

Order Information

Order Number 1465266

Order Type PPE - Federal Government

Order Date 2/11/2010

Order Amount (b) (4)

Payment Type Credit Card

Submitted By Tara Franzonello

Primary Name IMMIXTECHNOLOGY, INC.

Alternate Names (none)

Representative Tara Franzonello

Address 8444 Westpark Dr Ste 200

City Mc Lean

State VA

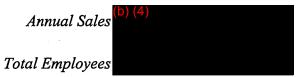
Zip Code 22102

Telephone +1 (703) 752-0610

DUNS 098692374

Year Started 1998

Year of Current Control 1998



SIC/Line of Business 5734/Computer and software stores

Please check your company information carefully. This is the information that will appear on your report. If this information is incorrect, please contact Open Ratings customer support (contact information below).

References

	Name	Email	Company
	Ellen Brown	Ellen.o.brown@navy.mil	NSWC Dahlgren
(b) ((6)		
	Henry Grinner	Henry.Grinner@wpafb.af.mil	Wright Patterson Air Force Base
	Katie Cooney	Katie.Cooney@ssa.gov	Social Security Administration
	Lisa Kerr	lkerr@bnl.gov	Brookhaven National Lab
	Crismann Nichols	crissman.d.nichols@census.gov	Census Bureau
	Shirley Fortune	shirley.fortune@da.usda.gov	USDA
	Diane Grim	diane.grim@us.army.mil	Acquisition Support Center
	Andrew Rider	Rider.andrew@dol.gov	Dept of Labor
	Mark Rew	mark.rew@tma.osd.mil	TRICARE Management Activity
	Jerome Villanueva	Jerome.Villanueva.ctr@tma.osd.mil	TRICARE Management Activity

Invoice

Item

Amount

Report

PPE - Federal Government

Recipients

Tara Franzonello

Incl.

Stefanie Crisanto

Incl.

State/Local Taxes

\$0.00

Total (b) (4)

Orders are not refundable. Credit card charges will be reflected on your statement as:

American Express: "Catalog Merchant"

Mastercard / Visa: "Open Ratings PPE"

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To check the status of your order, please click here.

If you are not automatically logged in by clicking on the "click here" link above, you will need the following information to log in (paste the URL into your browser's address bar):

URL: http://www.openratings.com/ppereports

Login:

Password:

Open Ratings will contact your references by e-mail in the next couple of days. The e-mail subject line will be "IMMIXTECHNOLOGY, INC. Past Performance Evaluation."

To enhance your PPE results we recommend that you contact all your references listed above and advise them that Open Ratings will be requesting information on your company as part of your GSA bid.

Open Ratings will continue to contact you via e-mail to advise you of our progress and provide additional information or suggestions to ensure a successful report.

Regards,

Customer Support

Open Ratings, Inc.

reports@openratings.com

Tel: (727) 329-1184

EPLS







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3/3/2011



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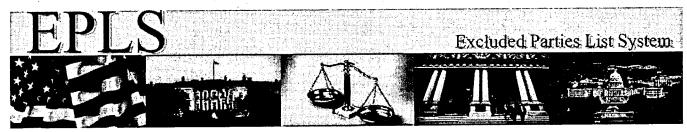
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Archive Search - Past Exclusions

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- > Recent Updates

Contact Information

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Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
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View Cause and Treatment Code Descriptions

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- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
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- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : immixTechnology, Inc. SSN/TIN

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Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates

Contact Information

> For Help: Federal Service Desk



U.S. General Services Administration

Certificate of Completion This to certify that

Tara Franzonello

Consultant

immixTechnology

has completed

Pathway to Success Training

Date: Tuesday, January 26, 2010 Location: Web Version

Instructor(s): Web instructor



Click here to Print Click here for assistance on landscape printing

immixGroup Overview and Executive Summary

(b) (4)	

Factor Two: Corporate Experience





GSA Product Supply Letter

June 21, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

3PAR GOVERNMENT SYSTEMS INC., (a wholly owned subsidiary of 3PAR Inc.) agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

3PAR GOVERNMENT SYSTEMS INC. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-12 Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts: Implementation Services: SIN 132-33 Perpetual Software Licenses: Software Maintenance:	SIN 132-12 SIN 132-33	Implementation Services: Perpetual Software Licenses:	(b) (4)
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immixTechnology, Inc. is classified as a Public Sector VAR subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 8/2/2006 and the 3Par Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

3PAR GOVERNMENT SYSTEMS INC. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

3PAR GOVERNMENT SYSTEMS INC. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

3PAR GOVERNMENT SYSTEMS INC. Dunn and Bradstreet number is

3PAR GOVERNMENT SYSTEMS INC. production point for product(s) submitted for this solicitation is:

3PAR GOVERNMENT SYSTEMS INC. **4209 Technology Drive** Fremont, CA 94538 510-413-5999



VP Operations/IT & Field Security Officer



GSA Product Supply Letter (Letter must be on company Letterhead and signed by a corporate officer)

March 31, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

ACCESSDATA CORP. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

ACCESSDATA CORP. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-32 SIN 132-32	Term Software Licenses, Forensic: Term Software Licenses, Enterprise:
SIN 132-33	Perpetual Software Licenses, Forensic:
SIN 132-33	Perpetual Software Licenses, Enterprise:
SIN 132-34	Software Maintenance, Forensic:
SIN 132-34	Software Maintenance, Enterprise:
SIN 132-50	Training:



ImmixTechnology, Inc. is classified as a Public Sector Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 1/16/2008 and the AccessData Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

ACCESSDATA CORP, hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



PRICE REDUCTION NOTIFICATION

ACCESSDATA CORP. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

ACCESSDATA CORP. Dunn and Bradstreet number is (6) (4)

ACCESSDATA CORP. production point for product(s) submitted for this solicitation is:

ACCESSDATA CORP. 384 South 400 West, Suite 200 Lindon, Utah 84042-1959 801-377-5410





541 E Trimble Rd. San Jose, CA 95131 Ph: 408 - 904 - 0300 Fx: 408 - 904 - 0306

GSA Product Supply Letter (Letter must be on company Letterhead and signed by a corporate officer)

June 9, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

ALTOBRIDGE CORPORATION agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

ALTOBRIDGE CORPORATION certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8	Purchase of Equipment:
SIN 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:
SIN 132-33	Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-34	Implementation Services:

immixTechnology, Inc. is classified as a Public Sector Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 1/31/2007 and the Altobridge Commercial Sales Practices Table.



541 E Trimble Rd. San Jose, CA 95131 Ph: 408 - 904 - 0300 Fx: 408 - 904 - 0306

TRADE AGREEMENTS CERTIFICATE

ALTOBRIDGE CORPORATION hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

ALTOBRIDGE CORPORATION agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

ALTOBRIDGE CORPORATION Dunn and Bradstreet number is (b) (4)

ALTOBRIDGE CORPORATION production point for product(s) submitted for this solicitation is:

ALTOBRIDGE CORPORATION 1577 SPRING HILL ROAD, SUITE 270 VIENNA, VA 22182 703-752-1875



Title: VP, Altobridge



GSA Product Supply Letter

April 2, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200

McLean, VA 22102Re:

Letter of Supply for FCS Group 70

Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

ANAKAM, INC. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

ANAKAM, INC. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-32 Term Software Licenses:
SIN 132-33 Perpetual Software Licenses:
Software Maintenance:

SIN 132-50 Training:

immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 11/20/2007 and the Anakam Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

ANAKAM, INC. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



PRICE REDUCTION NOTIFICATION

ANAKAM, INC. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

ANAKAM, INC. Dunn and Bradstreet number is (b) (4)

ANAKAM, INC. production point for product(s) submitted for this solicitation is:

ANAKAM, INC. 9171 Towne Centre Drive Suite 460 San Diego, California 92122 858-622-9550



approva.

April 9, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

APPROVA CORPORATION agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

APPROVA CORPORATION certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses:
SIN 132-34 Software Maintenance:
Implementation Services:

SIN 132-50 Training:

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 3/14/2005 and the Approva Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

APPROVA CORPORATION hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

ADDRES

PHONE

WEBSITE

approva.

APPROVA CORPORATION agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

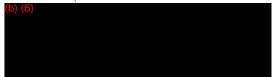
- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

APPROVA CORPORATION Dunn and Bradstreet number is (9) (4)

APPROVA CORPORATION production point for product(s) submitted for this solicitation is:

APPROVA CORPORATION 1950 ROLAND CLARKE PLACE, SUITE 300 RESTON, VA 20191 703-956-8300

Sincerely,



Title : Chief Financial Officer



April 12, 2010

18 TREMONT STREET



immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

BOSTON, MA

LETTER OF SUPPLY



ARCHIBUS, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

02108

ARCHIBUS, Inc. certifies that all products proposed for inclusion on the Contract any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER



The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses: SIN 132-34 Software Maintenance:

SIN 132-34 Implementation Services:

SIN 132-50 Training:



Telephone +1.617.227.2508 immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 10/25/2006 and the Archibus Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE



ARCHIBUS, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



FAX +1.617.227.2509 Immix Technology Page 2 April 12, 2010

PRICE REDUCTION NOTIFICATION

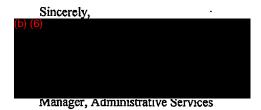
ARCHIBUS, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following as applicable:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

ARCHIBUS, Inc. Dunn and Bradstreet number is Not Applicable (Company information is not provided to D&B.)

ARCHIBUS, Inc. production point for product(s) submitted for this solicitation is:

ARCHIBUS, Inc. 18 Tremont Street Boston, MA 02108 617-227-2508





5 Results Way Cupertino, CA 95014 408-864-2600 PH 408-532-5459 FX

July 19, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

ARCSIGHT, INC. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

ARCSIGHT, INC. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are commercial items as defined in FAR 2.101.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8	Purchase of Equipment:
SIN 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:
SIN 132-34	Implementation Services
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-50	Training:
•	

immixTechnology, Inc. is classified as a Public Sector Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum, each dated 3/24/2005, and the Reseller Agreement First Amendment, dated 11-1-2008, all as executed between immixTechnology and ArcSight, and the ArcSight Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

ARCSIGHT, INC. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

ARCSIGHT, INC. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

ARCSIGHT, INC. Dunn and Bradstreet number is (b) (4)

· ____

ARCSIGHT, INC. production point for product(s) submitted for this solicitation is:

Software: ARCSIGHT, INC. 5 Results Way Cupertino, CA 95014 (408) 864-2600 (408)532-5459 (fax) Hardware: NETWORK ENGINES, INC. (NEI) 25 Dan Road Canton, MA 02021



atg.

GSA Product Supply Letter

April 1, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

ART TECHNOLOGY GROUP, INC. (HEREINAFTER ATG, INC.) agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

ATG, INC. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

SIN 132-50 Training:

(b) (4)

immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 3/31/2008 and the ATG Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

ATG, INC. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

ATG, INC. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

Reduction of commercial price list of any product listed on a GSA Schedule Contract.



- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

ATG, INC. Dunn and Bradstreet number is (4)

ATG, INC. production point for product(s) submitted for this solicitation is:

ATG, INC. ONE MAIN STREET CAMBRIDGE, MA 02142 617-386-1000





GSA Product Supply Letter

April 2, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

BACKOFFICE ASSOCIATES, LLC agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

BACKOFFICE ASSOCIATES, LLC certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33

Perpetual Software Licenses:

SIN 132-34

Software Maintenance:

immixTechnology, Inc. is classified as a Public Sector Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 5/28/2009 and the BackOffice Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

BACKOFFICE ASSOCIATES, LLC hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a







BackOffice Associates, LLC PO Box 808 South Harwich, MA 02661 P: +1 508-430-7100 F: +1 508-430-7105 www.boaweb.com



Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

BACKOFFICE ASSOCIATES, LLC agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

BACKOFFICE ASSOCIATES, LLC Dunn and Bradstreet number is



BACKOFFICE ASSOCIATES, LLC production point for product(s) submitted for this solicitation is:

BACKOFFICE ASSOCIATES, LLC 940 Main Street PO Box 808 South Harwich, MA 02661



Title: Unlet Executive Officer

3 Leesburg Pike, Suite 250 Vienna, VA 22182

> TEL 703.766.4577 FAX 888.828.1726

BANTU

GSA Product Supply Letter

WWW.BANTU.COM

April 5, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

BANTU, INC. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

BANTU, INC. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

Term Software Licenses: SIN 132-32 SIN 132-34 Software Maintenance: SIN 132-34 Implementation Services:

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 5/19/2004 and the Bantu Commercial Sales Practices Table.



TRADE AGREEMENTS CERTIFICATE

BANTU, INC, hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

J3 Leesburg Pike, Suite 250 Vienna, VA 22182

TEL 703.766.4577 FAX 888.828.1726

WWW.BANTU.COM

PRICE REDUCTION NOTIFICATION

BANTU

BANTU, INC. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

BANTU, INC. Dunn and Bradstreet number is 883133787.

BANTU, INC. production point for product(s) submitted for this solicitation is:

BANTU, INC. 8133 LEESBURG PIKE, #250 **VIENNA, VA 22182** 703-766-4577



litte: Vice President - Finance and Administration



BeyondTrust Software

30401 Agoura Road, Suite 200 Agoura Hills, California 91301

(818) 575-4000 (818) 889-1894 Fax

www.beyondtrust.com

May 7, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

BeyondTrust Software, Inc. ("BeyondTrust") agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

BeyondTrust certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8 SIN 132-12	Purchase of Equipment: Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-34	Implementation Services:
SIN 132-50	Training:

immixTechnology, Inc. is classified as a U.S. Public Sector Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated March 8, 2010 and the **BeyondTrust** Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

BeyondTrust hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

BeyondTrust agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

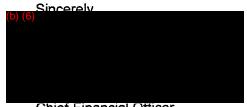
- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

BeyondTrust Dunn and Bradstreet number is (b) (4)

BeyondTrust production point for product(s) submitted for this solicitation is:

BeyondTrust Software, Inc. 30401 Agoura Road Suite 200 Agoura Hills, CA 91301 Phone: 818-575-4000

Fax: 818-889-1894



Chief Financial Officer BeyondTrust Software, Inc.



GSA Product Supply Letter (Letter must be on company Letterhead and signed by a corporate officer)

June 14, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

BIVIO NETWORKS, INC. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

BIVIO NETWORKS, INC. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8 Purchase of Equipment (excluding NIMs, Accelerators, and Spare Parts):
Purchase of NIMs, Accelerators, and Spare Parts
Purchase of NIMs, Accelerators, and Spare Parts

Naintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:

immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 3/18/2008 and the Bivio Networks Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

BIVIO NETWORKS, INC. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

BIVIO NETWORKS, INC. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

BIVIO NETWORKS, INC. Dunn and Bradstreet number is



BIVIO NETWORKS, INC. production point for product(s) submitted for this solicitation is:

BIVIO NETWORKS, INC. 4457 WILLOW ROAD, #200 PLEASANTON, CA 94588

925-924-8600 (b) (6)

Vice President, Worldwide Fleid Operations

BLUE-ARC*

BlueArc Corporation 50 Rio Robles Drive San Jose, CA 95134

April 5, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

BLUEARC CORPORATION agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

BLUEARC CORPORATION certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8 Purchase of Titan or Mercury Equipment:

SIN 132-8 Purchase of Storage and Networking Equipment:

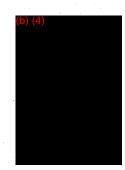
SIN 132-12 Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:

SIN 132-12 Implementation Services:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

SIN 132-50 Training:



BLUE-ARC*

immixTechnology, Inc. is classified as a Public Sector Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 1/3/2008 and the BlueArc Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

BLUEARC CORPORATION hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

BLUEARC CORPORATION agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

BLUEARC CORPORATION Dunn and Bradstreet number is (b) (4)

BLUEARC CORPORATION production point for product(s) submitted for this solicitation is:

BLUEARC CORPORATION 50 RIO ROBLES DRIVE SAN JOSE, CA 95134 408-576-6600



Senior vice President, Global Customer Operations

GSA Product Supply Letter



September 17, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

CA, Inc. ("CA") agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

CA certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. for CA Wily products only are as follows:

SIN 132-32 Term Software Licenses:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance

(b) (4)

immixTechnology, Inc. is classified as a VARs/Reseller – Tier 1 subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 6/1/2009 and the CA Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

CA hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any



Trade Agreements clauses other than 52.225-5, are not acceptable. For purposes of the Trade Agreements Act of 1979 (as amended), all items are U.S. made end products or designated country end products as defined in FAR 25.003, as amended, based on the understanding that the origin of software products offered herein is determined under the rule of origin for services under FAR 25.402(a)(2).

PRICE REDUCTION NOTIFICATION

CA agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

CA Dunn and Bradstreet number is (b) (4)

CA production point for product(s) submitted for this solicitation is:

Name and Address of Plant:

Zomax (Distribution Center for CA)

Dublin, OH 43017

800-637-5858 Option #1



Director, Federal Contracts



Force10 Networks, Inc. 350 Holger Way San Jose, CA 95134 USA www.force10networks.corr 408-571-3500 PHONE

408-571-3550 FACSIMILE

April 12, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

CARRIER ACCESS CORPORATION, A WHOLLY OWNED SUBSIDIARY OF FORCE 10 NETWORKS, INC., agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

CARRIER ACCESS CORPORATION certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8	Purchase of Equipment:
SIN 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:
SIN 132-12	Implementation Services :
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-50	Training:



^{*} Larger discount only applies based upon standard disclosed discounts for appropriate order size volume.

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 6/27/2007 and the Carrier Access Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

CARRIER ACCESS CORPORATION hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



Force10 Networks, Inc. 350 Holger Way San Jose, CA 95134 USA www.force10networks.com 408-571-3500 PHONE 408-571-3550 FACSIMIE

PRICE REDUCTION NOTIFICATION

CARRIER ACCESS CORPORATION agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

CARRIER ACCESS CORPORATION Dunn and Bradstreet number is (6) (4)

CARRIER ACCESS CORPORATION production point for product(s) submitted for this solicitation is:

FORCE 10 NETWORKS, INC. 350 Holger Way San Jose, CA 95134 303-442-5455

SANMINA – SCI SYSTEMS MEXICO, AV DE LA SOLIDARIDAD IBEROAMERICANA EL SALTO, JALISCO, MEXICO 45680 52 33 3668 9600

ASTEEL FLASH CALIFORNIA, INC. 4211 STARBOARD DRIVE FREMONT, CA 94538 510-360-9000



8219 Leesburg Pike, Suite 350 Vienna, VA, USA 22182 Tel. +1.703.752.4830 www.cloakware.com

March 31, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

CLOAKWARE agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

CLOAKWARE certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

SIN 132-50 Training:

(b) (4)

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 11/3/2008 and the Cloakware Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

CLOAKWARE hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

CLOAKWARE agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

CLOAKWARE Dunn and Bradstreet number is (b) (4)

CLOAKWARE production point for product(s) submitted for this solicitation is:

CLOAKWARE CORPORATION 84 HINES ROAD, SUITE 300 OTTOWA, ONTARIO, CANADA K2K 3G3 613-271-9446





GSA Product Supply Letter

September 8, 2010

immixTechnology, Inc 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

CoreTrace Corporation agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

CoreTrace Corporation certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33	Perpetual Software License
SIN 132-34	Software Maintenance:
SIN 132-34	Implementation Services:
SIN 132-50	Training:
SIN 132-52	Electronic Commerce:

(b) (4)

immixTechnology, Inc is classified as a Schedule Contract Holder Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 2/22/2008 and the CoreTrace Commercial Sales Practices Table

TRADE AGREEMENTS CERTIFICATE

CoreTrace Corporation hereby states that each end product to be delivered under this contract is a U S made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52 225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable



PRICE REDUCTION NOTIFICATION

CoreTrace Corporation agrees to notify immixTechnology, Inc no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

CoreTrace Corporation Dunn and Bradstreet number is (b) (4)

CoreTrace Corporation production point for product(s) submitted for this solicitation is:

CoreTrace Corporation 2 W Baltimore Avenue, Suite 201 Media, PA 19063-3740 Telephone: 610-891-9800



Vice President, Business Development



Daon, Inc. 11955 Freedom Drive Suite 16000 Reston, VA 20190

Telephone: (703) 984-4000

Fax: (703) 984-4099

www.daon.com

GSA Product Supply Letter

April 8, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Daon, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Daon, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses:
SIN 132-34 Software Maintenance (Initial):
Software Maintenance (Renewal):



immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 4/1/2009 and the Daon Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Daon, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



Daon, Inc. 11955 Freedom Drive Suite 16000 Reston, VA 20190

Telephone: (703) 984-4000

Fax: (703) 984-4099

www.daon.com

PRICE REDUCTION NOTIFICATION

Daon, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Daon, Inc. Dunn and Bradstreet number is (b) (4)

Daon, Inc. production point for product(s) submitted for this solicitation is:

Daon, Inc. IFSC House, Custom House Quay Dublin 1, Ireland Telephone: 011 353 1 818 1640

(b) (6)

Chief Financial Officer



GSA Product Supply Letter

April 1, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Decision Lens, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Decision Lens, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8	Purchase of Equipment:
SIN 132-32	Term Software Licenses:
SIN 132-34	Implementation Services:
CIN 422 FO	Taninina

SIN 132-50 Training:

(b) (4)

immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 6/21/2006 and the Decision Lens Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Decision Lens, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



PRICE REDUCTION NOTIFICATION

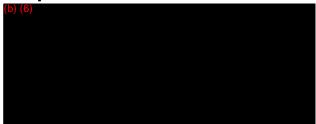
Decision Lens, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Decision Lens, Inc. Dunn and Bradstreet number is (b) (4)

Decision Lens, Inc. production point for product(s) submitted for this solicitation is:

Decision Lens, Inc. 4300 Wilson Blvd., Suite 350 Arlington, VA 22203 Telephone: 703-399-2100



Vice President, Business Development



Egenera, Inc.

165 Forest Street Mariboro MA 01752 T 508 858.2600 F 508 481.3114

March 31, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Egenera, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

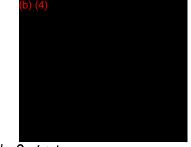
COMMERCIAL PRODUCT CERTIFICATION

Egenera, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8	Purchase of Equipment:
SIN 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:
SIN 132-32	Term Software Licenses:
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-34	Implementation Services:
SIN 132-50	Training:
	•



immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 5/23/2007 and the Egenera Commercial Sales Practices Table.



Egenera, Inc.

165 Forest Street Marlboro MA 01752 T 508 858,2600 F 508 481.3114

TRADE AGREEMENTS CERTIFICATE

Egenera, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Egenera, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

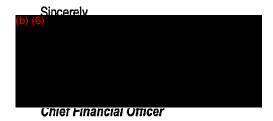
- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Egenera, Inc. Dunn and Bradstreet number is 009584835.

Egenera, Inc. production point for product(s) submitted for this solicitation is:

Sanmina, Inc. 6 Linlew Drive Derry, NH 03038

Telephone: 603-621-1872



April 14, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Subject: Letter of Supply

Reference: GSA Solicitation: FCIS-JB-980001B

LETTER OF SUPPLY

EMC Corporation ("EMC") agrees that it will supply immixTechnology, Inc. ("immixTechnology") with sufficient quantities of the offered products for the duration of the GSA contract resulting (the "Contract") from the above referenced solicitation, and any extension thereof to meet the Government's needs. Products provided to immixTechnology pursuant to this Letter of Supply are for ultimate Government end use only and are not for commercial end use.

SUPERCESSION

This Letter of Supply supersedes and replaces in their entirety any earlier Letters of Supply provided by EMC to immixTechnology.

COMMERCIAL PRODUCT CERTIFICATION

EMC certifies that all products proposed for inclusion on the Contract or any subsequent Contract modifications are regularly used for other than Government purposes and are sold, traded, or offered for sale in the course of normal business operations.

TRADE AGREEMENT ACT

EMC hereby certifies that each end product to be delivered under this Contract is a U.S. made, a designated country, a Caribbean Basin country, or NAFTA country end product as defined in the

immixTechnology April 14, 2010 Page 2 of 3

clause entitled "Trade Agreements Act" at FAR 52.225-5 (AUGUST 2009) or as indicated by Country of Origin (COO) on the enclosed price list.

DISCOUNT TO DEALER

The discount(s) offered to immixTechnology for the products offered are specified on the attached price list. The attached price list supersedes and replaces in its entirety all previously submitted price lists. EMC has not increased prices for any products specified in any price list accepted by immixTechnology before the date of this Letter of Supply.

Where a third party is engaged with immixTechnology in a transaction under the Contract (through a teaming arrangement, a letter of authorization, or other multi-party arrangement acceptable to the EMC and the Government) EMC may, but is not required to, offer immixTechnology an additional discount for such transaction in consideration of the contribution of the third party to the transaction. Such additional discounts shall not change the discounts offered to immixTechnology as specified on the attached price list or change the discounts to immixTechnology for any other transaction.

CANCELLATION

EMC reserves the right to cancel this Letter of Supply, either in whole or in part, upon thirty (30) days written notice.

LICENSE AND DATA RIGHTS

<u>U.S. Government Rights.</u> EMC provides products for ultimate federal government end use solely in accordance with the following. Government technical data and software rights include only those rights customarily provided to the public as defined in the company's standard technical documentation and this license. This customary commercial license in technical data and software is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

GOVERNMENT ACCESS

EMC hereby agrees to allow the Government access, at any time before award of a modification to immixTechnology's GSA Schedule Contract, to its quote data for the purpose of verifying the information submitted.

PRICE PROTECTION

EMC agrees that it will not increase immixTechnology's price for any item offered for sale through the immixTechnology Contract during the first 12 months the item is on the immixTechnology Schedule Contract.

PRICE CHANGE NOTIFICATION

EMC agrees to notify immixTechnology 15 calendar days following the effective date of any reduction to the commercial price list. EMC makes no further agreements or representations regarding price change notifications.

BUSINESS SIZE CERTIFICATIONS

EMC is a large business concern.

CLIENT COMPANY CONTACT INFORMATION

Contact Name:
Contact Title:
Address:

Phone #:
EMAIL:

AUTHORIZATION

EMC certifies that this Letter of Supply has been signed by an individual authorized to execute this agreement and that the representations and certifications herein are true, accurate, and complete to the best of its knowledge and belief.

Sincerely,



Sr. Director, Federal Contracts, Compliance, and Pricing



Fast Search & Transfer, Inc.

117 Kendrick Street, Needham, MA 02494

Tel.: +1 (781) 304-2400

GSA Product Supply Letter

July 27, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply

Solicitation #FCIS-JB-980001B

FSS Information Technology Schedule Contract

LETTER OF SUPPLY

FAST SEARCH & TRANSFER, INC. agrees that it will supply immixTechnology, Inc. ("immixTechnology") with sufficient quantities of the offered product(s), pursuant to each of the Reseller Agreement and Contract Representation Services Addendum (as amended), each dated March 7, 2008, for the duration of immixTechnology's contract, and any extension thereof, cancelable with thirty (30) days written notice, to meet the Government's needs under immixTechnology's contract.

COMMERCIAL PRODUCT CERTIFICATION

FAST SEARCH & TRANSFER, INC. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

(b) (4)

immixTechnology, Inc. is classified as a Pass Thru Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 3/7/2008 and the Fast Seach Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

FAST SEARCH & TRANSFER, INC. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

FAST SEARCH & TRANSFER, INC agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

FAST SEARCH & TRANSFER, INC. Dunn and Bradstreet number is 047696419.

FAST SEARCH & TRANSFER, INC production point for product(s) submitted for this solicitation is:

FAST SEARCH & TRANSFER, INC. 117 Kendrick Street Needham, MA 02494

Telephone: 781-304-2400
(b) (6)
General Manager



Force10 Networks, Inc. 350 Holger Way San Jose, CA 95134 USA www.force10networks.com 408-571-3500 PHONE 408-571-3550 FASSMILE

April 12, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Force10 Networks, Inc., formerly known as "Turin Networks, Inc.", agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Force10 Networks, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8	Purchase of Equipment:
SIN 132-8	Purchase of Equipment (Accessories):
SIN 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-50	Training:

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 8/24/2008 and Force10 Networks, Inc. Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Force10 Networks, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



Force10 Networks, Inc. 350 Holger Way San Jose, CA 95134 USA www.force10networks.com 408-571-3500 PHONE 408-571-3550 FACSHAILE

PRICE REDUCTION NOTIFICATION

Force10 Networks, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Force10 Networks, Inc. Dunn and Bradstreet number is 09-183-2704.

Force10 Networks, Inc. production point for product(s) submitted for this solicitation is:

Force10 Networks, Inc. 1415 N. McDowell Blvd. Petaluma, CA 94945 707.665.4400 (p) Force10 Networks, Inc. 350 Holger Way San Jose, CA 95134 408.571.3500



Vice President and General Counsel



GSA Product Supply Letter

April 1, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

ForeScout Technologies, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

ForeScout Technologies, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8 Purchase of Equipment:

SIN 132-12 Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:

ActiveCare Basic Support
ActiveCare Advanced Support

SIN 132-50 Training:

immixTechnology, Inc. is classified as a Gold Partner subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 12/10/2007 and the ForeScout Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

ForeScout Technologies, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.





PRICE REDUCTION NOTIFICATION

ForeScout Technologies, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

ForeScout Technologies, Inc. Dunn and Bradstreet number is 112014407.

ForeScout Technologies, Inc. production point for product(s) submitted for this solicitation is:

ForeScout Technologies, Inc. c/o Arrow NAC 1955 East Sky Harbor Circle Phoenix, AZ Telephone: 602-416-2211



Vice President Finance / General Manager



11800 31st Court North St. Petersburg, Florida 33716

Phone: 727-803-8000 Toll Free: 800-444-4443 Fax: 727-803-8001

April 6, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

1. LETTER OF SUPPLY

Freedom Scientific agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof, cancelable with thirty (30) days written notice in accordance with the cancellation provision of the Solicitation.

2. COMMERCIAL PRODUCT CERTIFICATION

Freedom Scientific certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

3. DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8 Purchase of Equipment:

SIN 132-12 Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

SIN 132-50 Training:

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 5/12/2004 and the Freedom Scientific Commercial Sales Practices Table. Where a third party (System Integrator, VAR, reseller, influencer, etc.) is engaged in a GSA Schedule transaction, Freedom Scientific will provide compensation to the third party via a cost reduction to immixTechnology, with specific instruction to pass the full amount of the cost reduction to the third party. The third party compensation shall

not affect government customer pricing or increase immixTechnology compensation.



4. TRADE AGREEMENTS CERTIFICATE

Freedom Scientific hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

5. PRICE REDUCTION NOTIFICATION

Freedom Scientific agrees to notify immixTechnology, Inc. no less than fifteen (15) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Freedom Scientific Dunn and Bradstreet number is 605138817

Freedom Scientific production point for product(s) submitted for this solicitation is: Freedom Scientific
13000 Automobile Blvd.
Building 1, Unit 103
Clearwater, FL 33762
Telephone: 727-803-8000





GSA Product Supply Letter

April 20, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Guidance Software, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

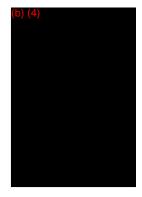
COMMERCIAL PRODUCT CERTIFICATION

Guidance Software, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8	Purchase of Equipment (Fastbloc FE):
SIN 132-8	Purchase of Equipment (All Other):
SIN 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts: (Fastbloc FE Hardware Maintenance)
SIN 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts: (All Other Hardware Maintenance)
SIN 132-32	Term Software Licenses:
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-34	Implementation Services:
SIN 132-50	Training:





immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 12/8/2006 and the Guidance Software Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Guidance Software, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Guidance Software, Inc. agrees to notify ImmixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Guidance Software, Inc. Dunn and Bradstreet number is 013814426.

Guidance Software, Inc. production point for product(s) submitted for this solicitation is:

Guidance Software, Inc. 215 North Marengo Avenue, Suite 250 Pasadena, CA 91101 Telephone: 626-229-9191







HandySoft Global Corporation 3141 Fairview Park Drive, Suite 850 Falls Church, VA 22042

Fax: 703-641-2815 www.handysoft.com

Tel: 703-645-4500

April 1, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

HandySoft Global Corporation agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

HandySoft Global Corporation certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

SIN 132-50 Training:

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 5/16/2007 and the HandySoft Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

HandySoft Global Corporation hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



HandySoft Global Corporation 3141 Fairview Park Drive, Suite 850

Falls Church, VA 22042

Tel: 703-645-4500 Fax: 703-641-2815 www.handysoft.com

PRICE REDUCTION NOTIFICATION

HandySoft Global Corporation agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

HandySoft Global Corporation Dunn and Bradstreet number is 008913373.

HandySoft Global Corporation production point for product(s) submitted for this solicitation is:

HandySoft Global Corporation 3141 Fairview Park, Suite 850 Falls Church, VA 22042-4537 Telephone: 703-645-4500



Vice President, Finance



Corporate Headquarters

3604 Fair Caks Blvd Building B, Suite 250 Secremento, CA 95864 916-459-4727 Tel 916-481-1460 Fax

East Coast

6701 Democracy BMd Suite 300 Bethesda, MD 20817 301-652-8885 Tel 301-654-8745 Fex

www.hbgary.com

July 15, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

HBGary, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

HBGary, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entitles for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, inc. are as follows:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

SIN 132-34 Implementation Services:

SIN 132-50 Training:

immixTechnology, Inc. is classified as a <u>Dealer/Reseller</u> subject to the Reseller Agreement and/or Contract Representation Services Addendum dated <u>April 13, 2010</u> and the **HBGary, Inc.** Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

HBGary, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-6, are not acceptable.

PRICE REDUCTION NOTIFICATION

HBGary, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract .
- Temporary price reductions, rebates, and/or promotions

HBGary, Inc. Dunn and Bradstreet number is (b) (4)

HBGary, Inc. production point for product(s) submitted for this solicitation is:





GSA Product Supply Letter

April 1, 2010

Mr. David Stewart immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Ingram Micro Inc. ("Ingram Micro") agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Ingram Micro certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The discounts being offered to immixTechnology are referenced in the chart below. immixTechnology is classified as a Value Added Reseller (VAR) System Integrator pursuant to Immix – Ingram Micro Reseller Agreement established September 30, 2004.

Immix Pricing for 2009	Price off SVP
Ent & ELA (Levels GV)	(b) (4)
Media	

PRICE REDUCTION NOTIFICATION

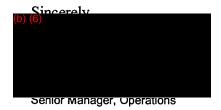
Ingram Micro agrees to notify immixTechnology no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Ingram Micro's Dun and Bradstreet number is 004919486.

Ingram Micro's production point for product(s) submitted for this solicitation is:

• Please reference IBM letter of supply



INGRAM MICRO INC. 1759 Wehrle Drive Williamsville, NY 14221-7887 (716) 633-3600 www.ingrammicro.com



"Tara Franzonello" <Tara_Franzonello@immixgr oup.com>

cc bcc

07/07/2010 03:10 PM

Subject Letter

To <vivian.fields@gsa.gov>

Hi Vivian,

This letter is part of the IBM Submission because we source product through Ingram Micro.

Thanks, Tara

From: vivian.fields@gsa.gov

Date: July 6, 2010 10:56:49 AM EDT **To:** <u>Tara Franzonello@immixgroup.com</u>

Subject: Re: AirPatrol - Withdraw from New Offer Can you tell me whom this letter belongs to?

(See attached file: DOC010.pdf)

Vivian Fields
Contracting Officer/Team Lead
General Services Administration
IT Schedule Contracts
Office of Acquisition Operations-QTAHB
Crystal Plaza 4 - Room 6008A
2200 Crystal Drive
Arlington, Va 22202
703-605-2678(Tel)
703-605-9837(Fax)

"Tara

Franzonello"

To

<Tara_Franzonello

< <u>vivian.fields@gsa.gov</u>>

@immixgroup.com>

CC

06/29/2010 12:35

Subject

PM

AirPatrol - Withdraw from New Offer

Hi Vivian,

I wanted to let you know that we are withdrawing AirPatrol for consideration on our offer. They have changes they are currently working on, so we may provide new/updated paperwork at a later date.

Thanks Vivian,

Tara

(See attached file: image003.png) image003.png



6710 Rockledge Dr. Bethesda, MD 20817

April 12, 2010

immixGroup, Inc. 8444 Westpark Drive McLean, VA 22102

Via email: Adam_Hyman@immixgroup.com

Attention:

Mr. Adam Hyman, Senior Contracts Manager

Reference:

IBM Software Letter of Supply for GSA IT Schedule Contract

Dear Mr. Hyman:

IBM is pleased to offer you this manufacturer's "GSA Letter of Supply" ("Letter of Supply"), which is hereby provided to you subject to the following terms and conditions.

This Letter of Supply will cover only those IBM Distributed Software products which are a part of the then-current IBM International Passport Advantage Program ("Distributed Software"). This Letter of Supply means that you may acquire the foregoing IBM Distributed Software products from an authorized IBM Distributor of Distributed Software. These purchases shall be at prices and under terms and conditions determined between you and the authorized IBM Distributor of Distributed Software from which you have elected to source such IBM Distributed Software.

IBM issues this Letter of Supply for the base or option period of your GSA IT Schedule Contract, subject to the right of IBM to earlier terminate this Letter of Supply by providing notice to you at least 30 days in advance of the effective date of termination. In addition, IBM, in its sole discretion and without further explanation, may terminate this Letter of Supply, provided that IBM terminates all Distributed Software resellers' Letters of Supply for the same GSA solicitation.

You acknowledge and agree that in issuing this Letter of Supply IBM is relying on you to use your best efforts to market and support IBM Distributed Software products to the Federal Government and/or its contractors no less effectively and comprehensively than you do other manufacturers' similar products.

Our agreement to provide you with a Letter of Supply is non-exclusive and you understand that IBM is providing you a Letter of Supply for your GSA solicitation proposal through the expiration date of your base or option period GSA Schedule only, and that IBM is free to refuse to issue you a Letter of Supply for any other bid, now or in the future.

You may not assign, delegate, or otherwise transfer this Letter of Supply, or your rights and obligations hereunder.

You are solely responsible: i) for ensuring that you comply with all applicable laws, rules and regulations, and ii) for your actions and performance hereunder, including without limitation GSA solicitation and any resulting award(s). You understand that you do not have authority to act on behalf of

or bind IBM, and that IBM is not liable for your acts or omissions. You agree to indemnify IBM and its subsidiaries from any loss or expense (including attorneys' fees) incurred as a result of your performance or nonperformance hereunder, including without limitation GSA solicitation and any resulting award(s). This Letter of Supply is the complete agreement between us regarding its subject matter, and replaces any prior oral or written communications between us regarding the subject matter hereof. This Letter of Supply may be modified only by written agreement between the parties.

Regarding any requirements for manufacturer pricing or discounting data; IBM does not provide discreet discount, sales or marketing data to resellers of products subject to this Letter of Supply. Prices and discount schedules effective under IBM's agreements with its authorized Distributors of IBM Distributed Software are the same for all such distributors. IBM hereby authorizes disclosure of information to your Contracting Officer/Contract Specialist by IBM's Contracting Officer regarding the price reasonableness of the IBM Distributed Software products. IBM further agrees that the nature and extent of such disclosure shall be at the discretion of the IBM Contracting Officer.

Regarding Trade Agreement Act Information: IBM will provide Trade Agreements Act compliant Passport Advantage software products to you in support of your GSA Schedule Contract.

If you agree with the foregoing conditions, please sign below and return a signed copy to me.

Sincerely.
(b) (6)

Senior Contract Negotiator

Senior Contract Negotiator IBM Government Industry

ACCEPTED AND AGREED:

On Behalf Of:

IMMIXTECHNOIOBY, INC.

4/12/2010 Date

Printed Name

VICE PRESIDENT



April 14, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

InfoPrint Solutions Company agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

InfoPrint Solutions Company certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8	Purchase of Equipment:
SIN 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:
SIN 132-32	Term Software Licenses:
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-34	Implementation Services:
SIN 132-50	Training:

*Discounts will be provided within the InfoPrint pricelist that is provided to immixTechnology. Discounts range from (b) (4), (b) (5)

immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 6/11/2007 and the InfoPrint Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

InfoPrint Solutions Company hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



PRICE REDUCTION NOTIFICATION

InfoPrint Solutions Company agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

InfoPrint Solutions Company Dunn and Bradstreet number is 800468311.

InfoPrint Solutions Company production point for product(s) submitted for this solicitation is:

IPS Endicott 1701 NorthStreet Endicott, NY 13760-555 Telephone: 303-924-5030

Key Tronic Reynosa, S.A. de C.V. Av. Pedregal S/N con Av. Chapultepec y lote baldio Endicott, NY 13760-5553 Telephone: 011-52-899-921-3900

Printronic Schweiz GmbH No. 42 Changi South Street 1 Singapore

Tohoku Ricoh Co., LTD. 3-1 Shinmeido, Nakanomyo Shibata-Machi, Shibata-Gun, Miyaqi 989-1695, Japan



Director of Federal Sales



April 2, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Information Builders, Inc. agrees that it will supply immixTechnology, inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Information Builders, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-34	Implementation Services:
CINI 122-EO	Training:

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 10/19/2007 and the information Builders Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Information Builders, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Information Builders, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Information Builders, Inc. Dunn and Bradstreet number is 078851615.

Information Builders, inc. production point for product(s) submitted for this solicitation is:

Information Builders, Inc. Two Penn Piaza New York, NY 10121 Telephone: 212-736-4433





GSA Product Supply Letter (Letter must be on company Letterhead and signed by a corporate officer)

April 6, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

InfoVista Corporation agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

InfoVista Corporation certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses; SIN 132-34 Software Maintenance;

SIN 132-50 Training:

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 3/8/2002 and the InfoVista Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

InfoVista Corporation hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

InfoVista Corporation agrees to notify immixTechnology, inc. no less than thirty (30) days before any of the following:



- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

InfoVista Corporation Dunn and Bradstreet number is

0) (4)

InfoVista Corporation production point for product(s) submitted for this solicitation is:

InfoVista S.A. 6, rue de la Terre de Feu 91952 Courtaboeuf Cedex France

Telephone: +33-0-1-64-86-79-00

(b) (6)

Cnier Financial Omcer



April 1, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Innovative Ideas Unlimted, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Innovative Ideas Unlimted, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-32 Term Software Licenses: SIN 132-34 Implementation Services:

(b) (4)

immixTechnology, Inc. is classified as a Public Sector Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 8/6/2007 and the Innovative Ideas Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Innovative Ideas Unlimted, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Innovative Ideas Unlimted, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Innovative Ideas Unlimted, Inc. Dunn and Bradstreet number is 799509810.





Innovative Ideas Unlimted, Inc. production point for product(s) submitted for this solicitation is:

Innovative Ideas Unlimited, Inc. 1 Elm Street Wakefield, MA 01880 (781) 246-0370







GSA Product Supply Letter

11720 Plaza America Drive Suite 1200 Reston, VA 20190 Tel (703) 707-3500 Fax (703) 707-6201 www.input.com

April 7, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

INPUT agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

INPUT certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-52 Electronic Commerce Services:

immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 6/11/2004 and the INPUT Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

INPUT hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

INPUT agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

INPUT Dun and Bradstreet number is 010916369.

INPUT production point for product(s) submitted for this solicitation is:

INPUT 11720 Plaza America Drive, Suite 1200 Reston, VA 20190 (703) 707-3500





KLAS LTD., BRACETOWN BUSINESS PARK, CLONEE, CO. MEATH, IRELAND.

PHONE +353-1-662-4270 FAX +353-1-662-4272

WEB WWW.KLASONLINE.COM EMAIL SALES@KLASONLINE.COM

April 1, 2010

ImmixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Klas Telecom, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Klas Telecom, Inc. certifies that all products proposed for Inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8 Purchase of Equipment:

SIN 132-12 Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:

SIN 132-50 Training:

immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 12/21/2006 and the Klas Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Klas Telecom, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Klas Telecom, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

SHEETBANG HE LYNAM HE LYNAM TURKETON SECRETARY I R MC CANA E LYRAM A CALLADITE regityeneb gpyceb śacce house, wertworth, eslana villar, hehlin 2 ips. in hisland ng. 183143

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Klas Telecom, Inc. Dunn and Bradstreet number is 785016978.

Klas Telecom, Inc. production point for product(s) submitted for this solicitation is:

group (j. 1904), grand prop<mark>er per</mark> grande (j. 1904). Norsk proper proper per proper per grande (j. 1904).

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grand and the state of the contraction of the contr

Klas Limited Bracetown Business Park Clonee, County Meath, Ireland 011.353.1.6624270 (p) Klas Telecom, Inc. 1101 30th Street NW, Suite 500 Washington, DC 20007 866.263.5467 (p)



Finance Director



Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (978) 250-9800

August 17, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Kronos, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Kronos, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8	Purchase of Equipment:
SIN 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-34	Implementation Services:
SIN 132-50	Training:
SIN 132-52	Electronic Commerce:

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 7/9/2003 and the Kronos Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

product, a designated country end product, a Caribbean Basin country end product, a Canadian end produc or a Mexican end product as defined in the FAR clause 52,225-5 TRADE AGREEMENTS (Aug 2009). Any Kronos, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end Trade Agreements clauses other than 52,225-5 are not acceptable.

PRICE REDUCTION NOTIFICATION

Kronos, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Kronos, Inc. Dunn and Bradstreet number is 094273653.

Kronos, Inc. production point for product(s) submitted for this solicitation is:

Kronos, Inc. 297 Billerica Road Chelmsford, MA 01824 978.250.9800 (p)





Kronus Incorporated 297 Billerica Road Chelmsford, MA 01824 (978) 250-9800

March 29, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Kronos, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contrast period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Kronos, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8	Purchase of Equipment:
SIN 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-50	Training:

(b) (4)

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 7/9/2003 and the Kronos Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Kronos, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Kronos, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Kronos, Inc. Dunn and Bradstreet number is 094273653.

Kronos, Inc. production point for product(s) submitted for this solicitation is:

Kronos, Inc. 297 Billerica Road Chelmsford, MA 01824 978.250.9800 (p)





April 14, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Meru Networks agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Meru Networks certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8 Purchase of Equipment:

SIN 132-12 Maintenance of Equipment, Repair Service, and Repair Parts/Spare Pa

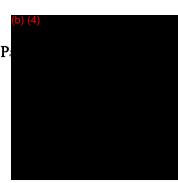
*Educational/Non-profit Institutions

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

*Educational/Non-profit Institutions

SIN 132-50 Training:



894 Ross Drive Sunnyvale, CA 94089 Main: 408-215-5300 Fax: 408-215-5301 www.merunetworks.com



immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 5/1/2008 and the Meru Software Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Meru Networks hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

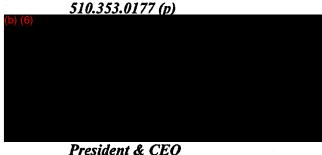
Meru Networks agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Meru Networks Dunn and Bradstreet number is 105572155.

Meru Networks production point for product(s) submitted for this solicitation is:

Extron Logistics 47550 Kato Road Freemont, CA 94538



894 Ross Drive Sunnyvale, CA 94089 Main: 408-215-5300 Fax: 408-215-5301 www.merunetworks.com



March 31, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re٠

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Mirror-Image Internet, Inc. ("Mirror-Image") agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Mirror-Image certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-52 Electronic Commerce Services

(b) (4)

immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 7/30/2004 and the Mirror-Image Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Mirror-Image hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Mirror-Image agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Mirror-Image Dunn and Bradstreet number is 177901477.

Mirror-Image production point for product(s) submitted for this solicitation is:

Mirror-Image Internet, Inc. 2 Highwood Drive Tewksbury, MA 01876 781.376.1938 (p)



Director of Treasury and Sales Contracts



Enterprise Mobile Data Security

May 6, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re: Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Mobile Armor, Inc. ("Mobile Armor") agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Mobile Armor certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8 Purchase of Equipment:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Implementation Services:

SIN 132-50 Training:



immixTechnology, Inc. is classified as a Platinum Partner subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 3/13/2009 and the Mobile Armor Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Mobile Armor hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Mobile Armor agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

MOBILE ARMOR, INC.

immixTechnology, Inc.
Letter of Supply for FCS Group 70
Solicitation #FCIS-JB-980001B
May 6, 2010
Page 2

Mobile Armor's Dun and Bradstreet number is 150866452.

Mobile Armor production point for product(s) submitted for this solicitation is:

Mobile Armor, Inc. 400 S. Woods Mill Road St. Louis, MO 63017 (314) 590-0900



Enterprise Mobile Data Security

April 2, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re: Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Mobile Armor, Inc. ("Mobile Armor") agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Mobile Armor certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESÈLLER

The contractual minimum discount(s) being offered to immix technology. Inc. are as follows:

SIN 132-8 Purchase of Equipment:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

Partner subject to the Reseller Agreement and

immixTechnology, Inc. is classified as a Platinum Partner subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 3/13/2009 and the Mobile Armor Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Mobile Armor hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Mobile Armor agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Mobile Armor's Dun and Bradstreet number is 150866452.

MOBILE ARMOR, INC.

ImmixTechnology, Inc.
Letter of Supply for FCS Group 70
Solicitation #FCIS-JB-980001B
April 2, 2010
Page 2

Mobile Armor production point for product(s) submitted for this solicitation is:

Mobile Armor, Inc. 400 S. Woods Mill Road St. Louis, MO 63017 (314) 590-0900





MSC.Software Corporation

2 MacArthur Place Santa Ana, CA92707 USA

714.540.8900 FAX 714.784.4056 www.mscsoftware.com

April 5, 2010

immixTechnology, Inc. Adam M. Hyman Senior Contracts Manager 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 re GSA IT70 Contract (hereinafter "Contract") Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

MSC.Software Corporation ("MSC") agrees that it will supply immixTechnology, Inc. ("immix Technology") with sufficient quantities of the offered product(s) as may be specified under the Contract, to meet the Government's needs for the duration of the contract period and any extensions thereof, cancelable with thirty (30) days written notice in accordance with the cancellation provision of the Solicitation to meet the Government's needs.

COMMERCIAL PRODUCT CERTIFICATION

MSC certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

SIN 132-50 Training:

(b) (4)

The information contained herein is submitted in confidence and contains proprietary data, confidential pricing and/or financial information exempt from disclosure pursuant to 5 U.S.C. 552(b) and 18 U.S.C. 1905.

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 7/9/2003 and the MSC.Software Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

MSC hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

MSC agrees to notify immixTechnology as soon as reasonably practicable prior to the effective date of any changes to any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

MSC Dunn and Bradstreet number is 009653148.

MSC production point for product(s) submitted for this solicitation is:

MSC.Software Corporation 2 MacArthur Place Santa Ana, CA 92707 714.540.8900 (p)



Napersoft^{*}

On Demand Customer Communications Management

www.napersoft.com

Napersoft, Inc. • 40 Shuman Bivd., Naperville, IL 60563-8466 U.S.A. • 630-420-1515 • Fax 630-420-0354

July 6, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 ~ GSA MAS Contract

Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Napersoft, Inc. agrees that it will supply immixTechnology, Inc., pursuant to the Reseller Agreement and Contract Representation Services Addendum dated June 21, 2010 between the parties, with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Napersoft, Inc. certifies that all products proposed for inclusion on the GSA MAS Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

SIN 132-34 Implementation Services:

SIN 132-50 Training:

immixTechnology, Inc. is classified as a <u>U.S. Public Sector Reseller</u> subject to the Reseller Agreement and Contract Representation Services Addendum dated June 21, 2010 and the attached Napersoft, Inc. Commercial Sales Practices Disclosures.

TRADE AGREEMENTS CERTIFICATE

Napersoft, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a





Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Napersoft, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Napersoft, Inc. Dunn and Bradstreet number is 17-342-7832.

Napersoft, Inc. production point for product(s) submitted for this solicitation is:

Napersoft, Inc. 40 Shuman Boulevard, Suite 293 Naperville, IL 60563-8466





October 1, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Netezza Corporation agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Netezza Corporation certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8

Purchase of Equipment:

SIN 132-12

Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:

SIN 132-12

Implementation Services

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 4/4/2005 and the Netezza Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Netezza Corporation hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

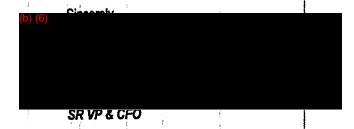
Netezza Corporation agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Netezza Corporation Dunn and Bradstreet number is (b) (4)

Netezza Corporation production point for product(s) submitted for this solicitation is:

Sanmina-SCI Corporation 140 Abby Road Manchester, NH 03103 603.621.1800 (p)



Comme	rcial Sales Pra	ctices Disc	closure (CSP-1),		•
Name o	f Manufacturer:	Netezza C	orporation	1		
SIN(s):	132-8 and 132-	12	,			
Note:	E.51, for addition	onal informa	ation concerning	ARATION OF OFFER (M your offer. Provide the for all on is the same).	ULTIPLE AWARD SCHED ollowing information for ea	OULE) [SEE ch SIN (or
ending a	he previous 12-	month period. Be	od or the offeror	s last fiscal year:	on an established catalog of State the beginnin 1/31/2010. In the event that neasure of the sales of the	g and the t a dollar value
(2) excludit	ag ontions for e	ach SIN off	ered. If you cur	the Government under the rentry hold a Federal Suppost recent 12 months of s	nis contract for the contract ply Schedule contract for t cales under that contract.	t term, he SIN the total
					(b) (4)	
	ecial Item No.	132-8	Purchase of E	iquipment	ina	
Sp	ecial Item No.	132-12	maintenance	of Equipment, Repair Ser arts/Spare Parts	vice,	
Sp	ecial Item No.	132-12	Implementation			
better t	ritten discountin han your best pr ems regardless	g policies), rice (discou of quantity	are the discoun nt and concessi or terms and co	ts and any concessions wons in any combination) on ditions? YES * NO *.	ales practices in the event hich you offer the Govern offered to any customer ac (See definition of "concess ology, Inc. will be making	ment equal to or quiring the sion" and
the Go	vernment.					
(4) Based on your written discounting policies (standard commercial sales practices in the event you do not have written discounting policies), provide information as requested for each SIN (or group of SINs for which the information is the same) in accordance with the instructions at Figure 515.2, which is provided in this solicitation for your convenience. The information should be provided in the chart below or in an equivalent format developed by the offeror. Rows should be added to accommodate as many customers as required.						
	OLUMN 1		IMN 2	COLUMN 3 QUANTITY/VOLUME	COLUMN 4 FOB TERM	COLUMN 5 CONCESSIONS
C	USTOMER	DISC	TNUC		I OD I EIXIII	33,19233,310
				totached Tehla/a)		
	i		Sec	attached Table(s)		
	<u> </u>				·	
				1		

- (b) Do any deviations from your written policies or standard commercial sales practices disclosed in the above chart ever result in better discounts (lower prices) or concessions than indicated? YES NO 1. If YES, explain deviations in accordance with the instructions at Figure 515.4-2, which is provided in this solicitation for your convenience.
- *Manufacturer is not making an offer to the Government. immixTechnology, Inc. will be making an offer to the Government.
- (5) If you are a dealer/reseller without significant sales to the general public, you should provide manufacturers' information required by paragraphs (1) through (4) above for each item/SIN offered, if the manufacturer's sales under any resulting contract are expected to exceed \$500,000. You must also obtain written authorization from the manufacturer(s) for Government access, at any time before award or before agreeing to a modification, to the manufacturer's sales records for the purpose of verifying the information submitted by the manufacturer. The

information is required in order to enable the Government to make a determination that the offered price is fair and reasonable. To expedite the review and processing of offers, you should advise the manufacturer(s) of this requirement. The contracting officer may require the information be submitted on electronic media with commercially available spreadsheet(s). The information may be provided by the manufacturer directly to the Government. If the manufacturer's item(s) is being offered by multiple dealers/resellers, only one copy of the requested information should be submitted to the Government. In addition, you must submit the following information along with a listing of contact information regarding each of the manufacturers whose products and/or services are included in the offer (include the manufacturer's name, address, the manufacturer's contact point, telephone number, and FAX number) for each model offered by SIN:

(a) Manufacturer's Name

(b) Manufacturer's Part Number

(c) Dealer's/Reseller's Part Number

(d) Product Description

(e) Manufacturer's List Price

(f) Dealer's/Reseller's percentage discount from List Price or net prices

To the best of my knowledge the information contained in this Commercial Sales Practices Disclosure and all attached Tables are current, complete and accurate to the best of my knowledge as of the date of my signature.

Signatul		Date: Octo	ber 1, 2010
Print Na		Title: Sc	. UPacto
Linitida		•	
	1 -		

The information contained herein is submitted in confidence and contains proprietary data, confidential pricing and/or financial information exempt from disclosure pursuant to 5 U.S.C. 552(b) and 18 U.S.C. 1905.



NetWitness Corporation | 500 Grove Street, Suite 300 | Herndon, VA 20170

September 8, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

NetWitness Corporation agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

NetWitness Corporation certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8	Purchase of Equipment:
SIN 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:
SIN 132-32	Term Software Licenses:
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-34	Implementation Services:
SIN 132-50	Training:
	•



immixTechnology, Inc. is classified as a Public Sector Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 4/13/2007 and the NetWitness Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

NetWitness Corporation hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

Office: 703.889.8950 | Fax: 703.651.3126 | Email: info@netwitness.com Website: www.netwitness.com

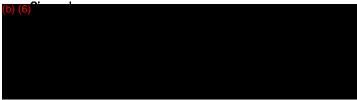
NetWitness Corporation agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

NetWitness Corporation Dunn and Bradstreet number is 787942643.

NetWitness Corporation production point for product(s) submitted for this solicitation is:

NetWitness Corporation 500 Grove Street, Suite 300 Herndon, VA 20170 703.889.8950 (p)



Vice President of Sales

nexidia (%)

April 5, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Nexidia Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Nexidia Inc. certifles that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-32 Term Software Licenses:
SIN 132-33 Perpetual Software Licenses:
SIN 132-34 Software Maintenance:
Training:



immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 6/7/2002 and the Nexidia Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Nexidia Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Nexidia Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Nexidia Inc. Dun and Bradstreet number is 003207714.

Nexidia Inc. production point for product(s) submitted for this solicitation is:

Nexidia Inc. 3565 Piedmont Road, NE Building Two, Suite 400 Atlanta, GA 30305 404.495.7224 (p) 404.495.7218 (f)





Oracle America, Inc.

1910 Oracle Way Reston Virginia 20190 phone: 703.478.9000 fax: 703.318.6340

April 12, 2010

Mr. David Stewart Vice President immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re: Oracle Letter of Supply - Oracle Software Licenses and First Year Technical Support Services

Dear Mr. Stewart,

Oracle America, Inc. ("Oracle") understands immixTechnology, Inc. ("you/your") is currently negotiating a new GSA Schedule ("new Schedule") with the General Services Administration ("GSA"). Provided GSA awards you a new Schedule and in accordance with the Oracle Full Use Distribution Agreement between you and Oracle dated September 25, 2007 (US-OPN-FUDA-12823782-25-SEP-07), as amended, Oracle hereby authorizes you to resell Oracle products and technical support services under this new Schedule based on the Oracle global price lists below, and subsequent updates.

This authorization is contingent upon (1) the execution of new Schedule. You must promptly notify Oracle of the new Schedule number. Oracle shall reissue this Letter of Supply with the new Schedule number; and (2) the timely update of your new Schedule to reflect Oracle's current pricing and licensing policies. Failure to comply will result in revocation of your authorization to resell Oracle products and technical support services.

AUTHORIZED PRICE LIST(S)

- Oracle Technology Global Price List
- Oracle Business Intelligence Applications Global Price List Component Pricing
- Oracle E-Business Suite Applications Global Price List Component Pricing
- PeopleSoft Component Global Price List
- JD Edwards Component Global Price List
- Siebel CRM, Enterprise Edition Component Pricing Global Price List
- Oracle Primavera Global Price List

Note: Each end product (i.e., the media pack) to be delivered is a U.S. made end product or designated country end product as defined the Trade Agreements Act (19 U.S.C. 2501, et seq.). All products proposed will be newly manufactured products, and are products that are customarily used by non-governmental entities for purposes other than Governmental purposes and sold or traded to the general public in the course of normal business operations.

ORACLE RESOURCES

Oracle will make available to you the following resources to ensure that you have the tools and resources to comply with Oracle's pricing and licensing policies and maintain the Oracle product and technical support services content within your new Schedule as appropriate.

Commercial Pricelist(s)

You may access Oracle's current commercial pricelists, including all applicable program/metric/license combinations, license minimums and license footnotes at http://partner.oracle.com. See below for details.

Oracle Technology Products: Login, select Sales/Pricing and Licensing Rules, Tools /Price Lists

Oracle Applications Products: Login, select Sales/Advanced Applications Pricing /Applications Price Lists

Oracle Primavera Products: Login, select Sales/Primavera Pricing

Note: Oracle's current commercial localizable pricelists, which can assist you in the format of your GSA submission to be consistent with Oracle's commercial pricing format, are also provided at the locations listed above.

Partner Pricing and Business Practices Updates

You may access Oracle's Partner Pricing and Business Practices Updates, which Oracle provides to assist you in identifying applicable changes from pricelist to pricelist (i.e. additions, deletions, price reductions, administrative changes) at http://partner.oracle.com. See below for details.

Login, select Sales/Pricing and Licensing/Partner Pricing and Business Practices Updates

COMMUNICATION REQUIREMENTS

In the event that you submit a proposal to GSA requesting the addition of products and technical support services based on the Oracle global price lists specified above and under this authorization, you are required to notify Oracle within five (5) business days of your submission to GSA. In the event that Oracle makes changes to the pricelists referenced above, including offering promotional discounts that affect your price, Oracle will provide notification to you containing details of the associated changes. Within five (5) business days of your receipt of Oracle's notification, you shall submit a proposal to GSA requesting the modification of your new GSA Schedule to be consistent with the notification provided to you by Oracle. You shall notify Oracle in writing of the date on which your proposal was submitted.

Within five (5) business days of your receipt of such notification of either GSA's rejection or execution of modification to your new Schedule consistent with your proposal, (i) you shall notify Oracle in writing of the status (i.e. rejection/execution); (ii) you shall update your text and product catalog files on the GSA Advantage! website within five (5) business days of your receipt of an executed modification; and (iii) you shall provide Oracle with a soft copy and three (3) hard copies of your updated new Schedule pricelist no later than fifteen (15) calendar days from receipt of an executed modification.

You are required to report to Oracle on a bi-weekly basis (i) the status of your proposals until such time the GSA has rejected your proposal or modified in writing your new Schedule consistent with your proposal by written amendment and (ii) the status of your text and product catalog files on the GSA Advantage! website.

ORACLE POINT OF CONTACT

Correspondence must be submitted in both hard and soft copy to the following Oracle point of contact:

Oracle Alliances & Channels: (b) (6) Director, Federal VAR Channels 1910 Oracle Way Reston, VA 20190 (b) (6)





Oracle America, Inc.

1910 Oracle Way

Reston Virginia 20190 phone: 703.478.9000

703.318.6340 fax:

April 12, 2010

Mr. David Stewart Vice President immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re: Oracle Letter of Supply - Enterprise Linux and Oracle VM support services

Dear Mr. Stewart,

Oracle America, Inc. ("Oracle") understands immixTechnology, Inc. ("you/your") is currently negotiating a new GSA Schedule ("new Schedule") with the General Services Administration ("GSA"). Provided GSA awards you a new Schedule, and in accordance with the Oracle Partner Full Use Distribution Agreement between you and Oracle dated September 25, 2007, as amended, Oracle hereby authorizes you to resell Enterprise Linux and Oracle VM ("ELOVM") support services under the new Schedule based on the Oracle price lists below, and subsequent updates.

- Oracle Linux Support Global Price List
- Oracle VM Support Global Price List

This authorization is contingent upon your compliance with the following requirements:

Execution of a new Schedule with GSA. You must notify Oracle of your new Schedule number promptly after award. Oracle will reissue this Letter of Supply with the proper new Schedule number.

Timely update of the new Schedule to reflect Oracle's current pricing and licensing policies and incorporation of the applicable ELOVM Support Supplemental Terms and Conditions as set forth in your ELOVM Support Addendum to the Full Use Distribution Agreement for General Services Administration Value Added Resellers.

Failure to comply with the above will result in revocation of your authorization to resell ELOVM support services.

Enterprise Linux and Oracle VM Support Resources

Oracle will make available to you the following resources to ensure that you have the tools and resources to comply with Oracle's pricing and licensing policies and maintain the ELOVM support services content within your new Schedule as appropriate.

Pricing and licensing rules and tools are provided to you at: http://partner.oracle.com. See below for details.

Login, select Sales and Pricing and Licensing Rules, Tools

Oracle will provide you with the applicable ELOVM Support Supplemental Terms and Conditions and notify you upon any subsequent update. Upon notification, you are expected to update your new Schedule accordingly.

Communication Requirements

In the event that you submit a proposal to GSA requesting the addition of ELOVM support services under this authorization, you are required to notify Oracle within five (5) business days of your submission to GSA. In the event that Oracle makes changes to the pricelists referenced above, including any promotional discounts that affect your price, or the ELOVM Support Supplemental Terms and Conditions, Oracle will provide notification to you containing details of the associated changes. Within five (5) business days of your receipt of Oracle's notification, you shall submit a proposal to GSA requesting the modification of your new Schedule to be consistent with the notification provided to you by Oracle. You shall notify Oracle in writing of the date on which your proposal was submitted.

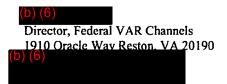
Within five (5) business days of your receipt of such notification of either GSA's rejection or execution of modification to your new Schedule consistent with your proposal, (i) you shall notify Oracle in writing of the status (i.e. rejection/execution); (ii) you shall update your text and product catalog files on the GSA Advantage! website within five (5) business days of your receipt of an executed modification; and (iii) you shall provide Oracle with a soft copy and three (3) hard copies of your updated new Schedule pricelist no later than fifteen (15) calendar days from receipt of an executed modification.

You are required to report to Oracle on a bi-weekly basis (i) the status of your proposals until such time the GSA has rejected your proposal or modified in writing your new Schedule consistent with your proposal by written amendment and (ii) the status of your text and product catalog files on the GSA Advantage! website.

Trade Agreement Acts Certification

Each end product (i.e., the media pack) to be delivered is a U.S. made end product or designated country end product as defined the Trade Agreements Act (19 U.S.C. 2501, et seq.) All products proposed will be newly manufactured products, and are products that are customarily used by non-governmental entities for purposes other than Governmental purposes and sold or traded to the general public in the course of normal business operations.

Correspondence must be submitted in both hard and soft copy to the following Oracle point of contact:





Manager, GSA Contract Services



GSA Product Supply Letter

April 7, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

OSI soft, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

OSI soft, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

(b) (4)

immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 4/15/2003 and the OSI soft Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

OSI soft, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

CISISOF+ LLC

OSI soft, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

OSI soft, Inc. Dunn and Bradstreet number is 044946382.

OSI soft, Inc. production point for product(s) submitted for this solicitation is:

OSI soft, Inc. 777 Davis Street San Leandro, CA 94577 510.347.2627 (p)



President



GSA Product Supply Letter

May 7, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Oversight Systems, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Oversight Systems, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses: SIN 132-34 Software Maintenance:

SIN 132-50 Training:

SIN 132-52 Electronic Commerce Services:

(b) (4)

immixTechnology, Inc. is classified as a Public Sector Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 8/29/2005 and the Oversight Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Oversight Systems, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



Oversight Systems, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Oversight Systems, Inc. Dunn and Bradstreet number is 177526535.

Oversight Systems, Inc. production point for product(s) submitted for this solicitation is:

Oversight Systems, Inc. 1090 Interstate North Parkway SE Suite 350 Atlanta, GA 30067 770.984.4650 (p)





April 1, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Oversight Systems, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Oversight Systems, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

SIN 132-50 Training:

SIN 132-52 / Electronic Commerce Services:

immixTechnology, Inc. is classified as a Public Sector Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 8/29/2005 and the Oversight Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Oversight Systems, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



Oversight Systems, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

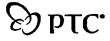
Oversight Systems, Inc. Dunn and Bradstreet number is 177526535.

Oversight Systems, Inc. production point for product(s) submitted for this solicitation is:

Oversight Systems, Inc. 1090 Northchase Parkway SE Suite 350 Atlanta, GA 30067 770.984.4650 (p)



PTC.com



April 2, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Table.

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Parametric Technology Corporation ("PTC") agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof (cancellable with thirty (30) days written notice in accordance with the cancellation provision of the Solicitation).

COMMERCIAL PRODUCT CERTIFICATION

PTC certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance (excluding Arbortext):
SIN 132-34	Software Maintenance (Arbortext):
SIN 132-50	Training (Direct, Onsite, In-Center, and Virtual):

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 1/30/2009 and the PTC Commercial Sales Practices

TRADE AGREEMENTS CERTIFICATE

PTC hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a



Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

PTC agrees to notify immixTechnology, Inc. of any changes to the PTC commercial price list or immixTechnology's cost as soon as possible.

PTC Dunn and Bradstreet number is 175749431.

PTC production point for product(s) submitted for this solicitation is:

Parametric Technology Corporation 140 Kendrick Street Needham, MA 02494-2714 781.370.5000 (p)



VP, Corporate Contracts Counsel



GSA Product Supply Letter

April 8, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

PIER Systems, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

PIER Systems, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-50 Training:

SIN 132-52 Electronic Commerce Services:

SIN 132-52 Electronic Commerce Services (Media Tools only):

SIN 132-53 Wireless Services:

immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 4/15/2008 and the PIER Systems Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

PIER Systems, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



PIER Systems, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

PIER Systems, Inc. Dunn and Bradstreet number is (b) (4)

PIER Systems, Inc. production point for product(s) submitted for this solicitation is:

PIER Systems, Inc. 1204 Railroad Avenue, Suite 200 Bellingham, WA 98225 360.756-8080 (p)



Vice President, Technology & Services

April 5, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

PowerSteering Software, Inc. ("PowerSteering") agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

PowerSteering certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-32	Term Software Licenses:
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-34	Implementation Services:
SIN 132-50	Training:
SIN 132-52	Electronic Commerce Services:

(b) (4)

immixTechnology, Inc. is classified as a Public Sector Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 11/28/2007 and the PowerSteering Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

PowerSteering hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end



product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

PowerSteering agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

PowerSteering Dun and Bradstreet number is 884429812.

PowerSteering production point for product(s) submitted for this solicitation is:

PowerSteering Software, Inc. 25 First Street Cambridge, MA 02141 617.492.0707 (p)



PROGRESS SOFTWARE Progress Software Corporation 14 Oak Park Drive Bedford, Massachusetts 01730 USA Tel: 781 280-4000

Fax: 781 280-4905 www.progress.com

April 5, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

RE:

Letter of Supply for FCS Group 70 Solicitation: FCIS-JB-980001B

LETTER OF SUPPLY

Progress Software Corporation ("Progress") agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATIONS

Progress certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Annual Software Maintenance & Support:

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 7/31/2003 and the Progress Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Progress hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

Progress agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Progress's Dunn and Bradstreet number is 108854894.

Progress production point for product(s) submitted for this solicitation is:

Progress Software Corporation 14 Oak Park Drive Bedford, MA 01730 781.280.4000 (p)

Sincerely,

PROGRESS SOFTWARE CORPORATION
(b) (6)

PSC Legal - Approved as to Legal Form 2010.04.06 11:22:32 -04'00'



GSA Product Supply Letter

March 30, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Q-Matic Corporation agrees that it will supply immixTechnology Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Q-Matic Corporation certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount being offered to immixTechnology, Inc. are as follows:

SIN 132-8 Purchase of Equipment:
SIN 132-12 Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:
SIN 132-33 Perpetual Software Licenses:
SIN 132-34 Software Maintenance:
SIN 132-50 Training:



immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 11/15/2008 and the Q-Matic Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Q-MATIC

Q-Matic Corporation hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (August 2009). Any Trade Agreement clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Q-Matic Corporation agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Q-Matic Corporation Dun and Bradstreet number is 189158629.

Q-Matic Corporation production point for product(s) submitted for this solicitation is:

Q-Matic AB Box 198 431 23 Moindal, Sweden 011-46-31-756-46-00

QM Group Limited Lincoln Lodge Castlethorpe Milton Keynes MK 197HJ

Friedland Novar ED&S Ltd The Arnold Center Paycocke Road Basildon, Essex SSS14 3AE, England

Q-Matic Corp 95 Underwood Rd Fletcher, NC 28732





GSA Product Supply Letter

April 12, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Qualys, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Qualys, Inc certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8

Purchase of Equipment:

SIN 132-52

Electronic Commerce Services:

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 10/25/2002 and the Qualys Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Qualys, Inc hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



Qualys, Inc agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Qualys, Inc Dunn and Bradstreet number is 127918394.

Qualys, Inc. production point for product(s) submitted for this solicitation is:

Qualys, Inc. 1600 Bridge Parkway, Suite 201 Redwood Shores, CA 94065

Ph 650-801-6100 Fax 650-801-6010





GSA Product Supply Letter

April 12, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Qualys, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Qualys, Inc certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8

Purchase of Equipment:

SIN 132-52

Electronic Commerce Services:

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 10/25/2002 and the Qualys Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Qualys, Inc hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



Qualys, Inc agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Qualys, Inc Dunn and Bradstreet number is 127918394.

Qualys, Inc. production point for product(s) submitted for this solicitation is:

Qualys, Inc. 1600 Bridge Parkway, Suite 201 Redwood Shores, CA 94065

Ph 650-801-6100 Fax 650-801-6010



radware

GSA Product Supply Letter

April 8, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200

McLean, VA 22102

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-9800018 æ

LETTER OF SUPPLY

Radware, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION
Radware, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or incersed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

Purchase of Equipment SIN 132-8 SIN 132-12 SIN 132-33 SIN 132-34 SIN 132-34 SIN 132-34

Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts: Perpetual Software Licenses:

Software Maintenance: Implementation Services:

Training:

inmixTechnology, Inc. is classified as a Silver Partner subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 5/15/2008 and the Radware Commercial Sales Practices Table.

Radware Inc. O 575 Corporate Drive, Lobby 2 Mahwah, NJ 07430 Tel: (201) 512-9771 Fax: (201) 512-9774 www.radware.com

TRADE AGREEMENTS CERTIFICATE

Radware, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Canadian end product, a designated country end product, as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Radware, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
 Decrease in reseller cost for any product listed on GSA Schedule Contract
 Temporary price reductions, rebates, and/or promotions

Radware, Inc. Dunn and Bradstreet number is 959152216.

Radware, Inc. production point for product(s) submitted for this solicitation is:

Radware, LTD. 22 Raoui Wallenberg Street Tel Aviv 69710, Israel

Ph 972-3-766-1 Fax 703-880-9 Sincerely, Redware, Inc.

President



June 1, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Savi Technology, Inc. ("Savi") agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Savi certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. is discount is defined by specific product SKU's provided by Savi Technology, Inc.). immixTechnology, Inc. is classified as a Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated April 30, 2010 and the Savi Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Savi hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



Savi agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

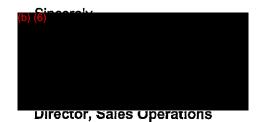
- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Savi Dunn and Bradstreet number is



Savi production point for product(s) submitted for this solicitation is:

Savi Technology, Inc. 351 E. Evelyn Avenue Mountain View, CA 94041-1530 650.316.4700 (p) 650.316.4750 (f)





GSA Product Supply Letter

March 30, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re: Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

SecureLogix Corporation agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

SecureLogix Corporation certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8	Purchase of Equipment:
SIN 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-34	Implementation Services:
SIN 132-50	Training:
	- -



immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 5/16/2003 and the SecureLogix Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

We see your voice*



SecureLogix Corporation hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

SecureLogix Corporation agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

SecureLogix Corporation production point for product(s) submitted for this solicitation is:

Suntron Corp. 1113 Gillingham Lane Sugar Land, Texas 77478-2845

Ph 281-243-5000 or 888-520-3382





April 9, 2010

GSA Product Supply Letter

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Serena Software, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof, cancelable with thirty (30) days written notice in accordance with the cancellation provisions of the solicitation, under the Contract referenced herein.

COMMERCIAL PRODUCT CERTIFICATION

Serena Software, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

SIN 132-50 Training:

immixTechnology, Inc. is classified as a GSA Reseller subject to the Reseller Agreement between immixTechnology, Inc. and Serena Software, Inc. with an effective date of October 16, 2008 (the "Reseller Agreement").

TRADE AGREEMENTS CERTIFICATE

Serena Software, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a



Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Serena Software, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Serena Software, Inc. Dunn and Bradstreet number is 120169321.

Serena Software, Inc. production point for product(s) submitted for this solicitation is:

Serena Software, Inc. 1900 Seaport Drive, 2nd Floor Redwood City, CA 94063

Ph 650-481-3413 Fax 650-481-3713







Software AG USA, Inc. 11/00 Plaza America Drive Suite 700 Reston, Virginia 20190

Telephone 703-860-5050 www.softwareag.com/us

April 13, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Software AG USA, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Software AG USA, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 8/16/2003 and the Software AG Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Software AG USA, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Software AG USA, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Software AG USA, Inc. Dunn and Bradstreet number is 015188162.

Software AG USA, Inc. production point for product(s) submitted for this solicitation is:

Software AG USA, Inc. 11700 Plaza America Drive Suite 700 Reston, VA 20190

Ph 703-391-6975 Fax 703-391-6975

(b) (6)

Senior Vice President and General Counsel



May 2, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

StrongTech agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

StrongTech certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33 Perpetual Software Licenses:

SIN 132-34 Software Maintenance:

SIN 132-34 Implementation Services:

SIN 132-50 Training:

immixTechnology, Inc. is classified as a <u>Gold Level Reseller</u> subject to the Reseller Agreement and/or Contract Representation Services Addendum dated <u>April 21, 2010</u> and the StrongTech Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

StrongTech hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

StrongTech agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Manufacturer Name Dunn and Bradstreet number is 790428226

Manufacturer Name production point for product(s) submitted for this solicitation is:

Software

Production Point Name: EZASSET ASSET MANAGEMENT

Address Line 1: 2020 Leonard Avenue Address Line 2-----

City, State, and Zip: Columbus, Ohio, 43219

Phone: 614-329-8025

Fax: NA

Service

Production Point Name: STRONGTECH ASSET PHYSICAL INVENTORY

Address Line 1: 2020 Leonard Avenue Address Line 2-----

City, State, and Zip: Columbus, Ohio, 43219

Phone: 614-329-8025

Fax: NA

Service

Production Point Name: STRONGTECH ASSET DISPOSAL/RECYCLE

Address Line 1: 2020 Leonard Avenue Address Line 2-----

City, State, and Zip: Columbus, Ohio, 43219

Phone: 614-329-8025

Fax: NA

(Continued next page)

Service

Production Point Name: STRONGTECH WIRELESS ASSET MANAGEMENT

Address Line 1: 2020 Leonard Avenue Address Line 2-----

City, State, and Zip: Columbus, Ohio, 43219

Phone: 614-329-8025

Fax: NA





April 2, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

TIBCO Software Inc. agrees that, subject to the provisions of the parties' March 13, 2006 Distributor Agreement as amended, it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

TIBCO Software Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-33	Perpetual Software Licenses:	(Legacy)
SIN 132-33	Perpetual Software Licenses:	(Royalty)
SIN 132-32	Term Software Licenses:	(Legacy)
SIN 132-32	Term Software Licenses:	(Royalty)
SIN 132-34	Software Maintenance:	
SIN 132-50	Training:	



Where a third party (System Integrator, VAR, reseller, etc.) is engaged in a GSA Schedule transaction, TIBCO SOFTWARE INC. may seek to provide compensation to the third party. In such situations, TIBCO SOFTWARE INC. will provide compensation to the third party via a cost reduction to immix, with specific instruction to pass the full amount of the cost reduction to the third party. This third party compensation shall not affect government customer pricing or increase immix's compensation.

Only those TIBCO Software products and TIBCO Spotfire Software products licensed as Term licenses to the public on a generally available basis are available as Term Software Licenses hereunder.

¹ See CSP attached.



immixTechnology, Inc. is classified as a U.S. Reseller subject to the Distributor Agreement dated March 13, 2006 and TIBCO Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

TIBCO Software Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

TIBCO Software Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller discount for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

TIBCO Software Inc. Dunn and Bradstreet number is 799534789.

TIBCO Software Inc. production point for product(s) submitted for this solicitation is:

TIBCO Software, Inc. 3303 Hillview Avenue Palo Alto, CA 94304

Ph 650-846-1000

	TIBCO SOFTWARE INC. CONTACT INFORMATION
	(b) (6)
Contact Name:	
Contact Title:	Director, Business Development (Government)
Address:	3141 Fairview Park Drive, Suite 600
	Falls Church, VA 22042
Phone #:	(b) (6)
FAX #:	
EMAIL:	



TIBCO SOFTWARE INC. SPOTFIRE PRODUCTS CONTACT INFORMATION

Contact Name: Contact Title:

Address:

Director, Government Sales 3141 Fairview Park Drive, Suite 600 Falls Church, VA 22042

Phone #: FAX #:

EMAIL:



Attachment: CSP



GSA Product Supply Letter (Letter must be on company Letterhead and signed by a corporate officer)

April 7, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Top Layer Networks, Inc. agrees that it will supply ImmixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Top Layer Networks, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8	Purchase of Equipment:
SIN 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-34	Împlementation Services:
SIN 132-50	Training:



immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 7/30/2004 and Top Layer Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Top Layer Networks, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.



Top Layer Networks, Inc. agrees to notify immixTechnology, inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract. Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Top Layer Networks, Inc. Dunn and Bradstreet number is _

Top Layer Networks, Inc. production point for product(s) submitted for this solicitation is:

Top Layer Networks, Inc. 2400 Computer Drive Westborough, MA 01581 508.870.1300 (p)





April 2, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

GSA Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Triumfant, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Triumfant, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-32	Term Software Licenses:
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-34	Implementation Services:
SIN 132-50	Training:



immixTechnology, Inc. is classified as a Public Sector Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 8/7/2006 and Triumfant Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Triumfant, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

Triumfant, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Triumfant, Inc. Dunn and Bradstreet number is 141824370.

Triumfant, Inc. production point for product(s) submitted for this solicitation is:

Triumfant, Inc. 800 King Farm Blvd., Suite 220 Rockville, MD 20805 301.917.6280 (p)



VP Finance & Controller



April 2, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Trustwave Holding, Inc. ("Trustwave") agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Trustwave certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8	Purchase of Equipment: (SAFE Appliance Line Items)
SIN 132-8	Purchase of Equipment: (ISM Hardware Line Items)
SIN 132-12	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts:
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-34	Implementation Services:
SIN 132-50	Training:



immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 1/15/2009 between immixTechnology and Trustwave (formerly Intellitactics, Inc.) and the Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Trustwave hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5 are not acceptable.

Trustwave agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Trustwave Dunn and Bradstreet number is 169476889.

Trustwave production point for product(s) submitted for this solicitation is:

Intellitactics, Inc. 1800 Alexander Bell Drive, Suite 500 Reston, VA 20191 (703) 620-3800

NEI 25 Dan Road Canton, MD 02021 (781) 332-1000



15851 Dallas Parkway, Suite 855 Addison, TX 75001

August 27, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Worksoft, Inc. agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Worksoft, Inc. certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by nongovernmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

Perpetual Software Licenses: SIN 132-33

SIN 132-34 Software Maintenance:

SIN 132-34 Implementation Services:

SIN 132-50 Training:

www.worksoft.com

immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 5/5/2007 and Worksoft Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

Worksoft, Inc. hereby states that each end product to be delivered under this contract is a U.S. made end product, a

designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end





product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Worksoft, Inc. agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Worksoft, Inc. Dunn and Bradstreet number is 031063931.

Worksoft, Inc. production point for product(s) submitted for this solicitation is:

Worksoft, Inc. 15851 Dallas Parkway, Suite 855 Addison, TX 75001 214.239.0400 (p)





April 5, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

Zebra Enterprise Solutions

2940 N. 1st Street San Jose, CA 95134 USA Tel: + 1 408 473 8500 Fax: + 1 408 473 8501

LETTER OF SUPPLY

Zebra Enterprise Solutions, formerly known as Wherenet Corporation, agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Zebra Enterprise Solutions certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-8 SIN 132-12	Purchase of Equipment: Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts Persetual Seffurary Licenses:
SIN 132-33 SIN 132-34 SIN 132-34	Perpetual Software Licenses: Software Maintenance:
SIN 132-54 SIN 132-50	Implementation Services: Training:



immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 6/13/2003 and Zebra Enterprise Solutions Practices Table.

TRADE AGREEMENTS CERTIFICATE

Zebra Enterprise Solutions hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

Zebra Enterprise Solutions agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Zebra Enterprise Solutions Corporation - Dunn and Bradstreet number is 967524414.

Zebra Enterprise Solutions production point for product(s) submitted for this solicitation is:

Zebra Enterprise Solutions 2940 N. First Street San Jose, CA 95134 408.473.8500(phone)





August 4, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

ZOHO Corporation (formerly AdventNet, Inc.) agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

ZOHO Corporation certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-32 Term Software Licenses:
SIN 132-33 Perpetual Software Licenses:
SIN 132-34 Software Maintenance:
Training Courses:

(b) (4)

immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 12/28/2007 and the ZOHO Corporation Commercial Sales Practices Table.

TRADE AGREEMENTS CERTIFICATE

ZOHO Corporation hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

ZOHO Corporation agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

ZOHO Corporation Dunn and Bradstreet number is (b) (4)

ZOHO Corporation production point for product(s) submitted for this solicitation is:

ZOHO Corporation 4900 Hopyard Road, Suite 310 Pleasanton, CA 94588 925.924-9500 (p)

Sincerely,
(b) (6)

Business Manager



March 30, 2010

immixTechnology, Inc. 8444 Westpark Drive Suita 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Zylab North America, LLC agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Zylab North America, LLC certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

SIN 132-32	Term Software Licenses:
SIN 132-33	Perpetual Software Licenses:
SIN 132-34	Software Maintenance:
SIN 132-34	Implementation Services:
SIN 132-50	Training:

(b) (4)

immixTechnology, Inc. is classified as a Government Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 8/13/2003 and Zylab Commercial Sales Practices Table

TRADE AGREEMENTS CERTIFICATE

Zylab North America, LLC hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.





Zylab North America, LLC agrees to notify immixTechnology, inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract,
- Decrease in reseller cost for any product fisted on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Zyleb North America, LLC Dunn and Bradstreet number is 122159457.

Zylab North America, LLC production point for product(s) submitted for this solicitation is:

Zylab Distribution B.V. Hoogoorddreef 9 Amsterdam, NL-1101 BA The Netherlands 011.31,20.696.6277 (p)

011.31.20.696.5475-01 President and CEO





GSA PRODUCT SUPPLY LETTER

April 1, 2010

immixTechnology, Inc. 8444 Westpark Drive Suite 200 McLean, VA 22102

Re:

Letter of Supply for FCS Group 70 Solicitation #FCIS-JB-980001B

LETTER OF SUPPLY

Zyrion, **Inc.** agrees that it will supply immixTechnology, Inc. with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

Zyrion, **Inc.** certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The contractual minimum discount(s) being offered to immixTechnology, Inc. are as follows:

		(b) (4)
SIN 132-32	Term Software Licenses:	
SIN 132-33	Perpetual Software Licenses:	
SIN 132-34	Software Maintenance:	
SIN 132-50	Training:	

immixTechnology, Inc. is classified as a Dealer/Reseller subject to the Reseller Agreement and/or Contract Representation Services Addendum dated 12/1/2008 and Zyrion Commercial Sales Practices Table

TRADE AGREEMENTS CERTIFICATE

Zyrion, **Inc.** hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

Zyrion, **Inc.** agrees to notify immixTechnology, Inc. no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

Zyrion, Inc. Dunn and Bradstreet number is (6) (4)

Zyrion, **Inc.** production point for product(s) submitted for this solicitation is:

Zyrion , Inc. 440 N. Wolfe Road Sunnyvale, CA 94085 408.524.7424 (p)

